



Support Services Policy Confluent Platform

Effective October 1, 2020 – October 28, 2021

1. Definitions

- 1.1 "Business Day" means Monday through Friday in Customer's local time zone.
- 1.2 "Business Hours" means 9:00 a.m. to 5:00 p.m. on Business Days.
- 1.3 "Confluent Platform" means Confluent's distribution of Apache Kafka together with Confluent Software.
- 1.4 "Documentation" means the user and installation documentation for the Supported Software published by Confluent and accessible at <https://docs.confluent.io/current/>.
- 1.5 "Issue" means a failure of the Supported Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of, such Supported Software.
- 1.6 "Maintenance Release" means a revision of the Supported Software made generally available by Confluent to its end user customers to correct Issues in the Supported Software or to maintain the operation of the Supported Software in accordance with the documentation. Maintenance Releases are denoted by a change to the third decimal place in the version number; e.g., 2.1.1, 2.1.2, 2.1.3, etc.
- 1.7 "Support Services" means the maintenance and support services purchased by Customer and described in this Support Services Policy.
- 1.8 "Supported Software" means the supported versions of Confluent Platform components, as set forth in the Supported Versions and Interoperability document at <https://docs.confluent.io/current/installation/versions-interoperability.html>.
- 1.9 "Update" means a software modification or addition that, when made or added to the Supported Software, corrects the Issue.
- 1.10 "Workaround" means a procedure or routine that, when observed in the regular operation of the Supported Software, eliminates the practical adverse effect of the Issue on Customer.

2. Support Services

- 2.1 **Applicability.** This Support Services Policy applies to all levels of Support Services for Confluent Platform subscriptions, except to the extent that variations are specifically described herein or in the applicable Order Form.
- 2.2 **Customer Support Channels.** Confluent shall provide the Support Services through its online customer support portal ("Support Portal"). Following submission of an Issue, Confluent will communicate with Customer using email, the Support Portal, or video conferencing. During the submission process, Customer may assign a priority level to an Issue, however, Confluent may re-assign the priority level in its sole discretion, based on the priority level definitions below and following discussion with Customer regarding the reason for the re-assignment. Any necessary telephone support discussions will be



scheduled in advance at a time mutually agreed by the parties and for durations and at a frequency that is commercially reasonable for Confluent. Support Services will be provided in English.

For Platinum-level Support Service, Confluent also will provide a direct phone line for P1 Issues in addition to standard communication channels.

2.3 Hours of Operation. Customer may submit support requests twenty-four (24) hours a day, seven (7) days per week.

2.4 Issue Prioritization & Confluent Actions. Issues will be categorized by priority level in accordance with the following definitions, and Confluent will take the following corresponding actions:

Issue Priority Definitions & Confluent Actions		
Priority Level	Definition	Confluent Actions
P1	A Priority One Issue means (i) the production system is severely impacted or completely shut down, or (ii) the production system operations or mission-critical applications are down.	Confluent will: (i) assign specialists to work continuously to correct the Issue; (ii) provide ongoing communication on the status of an Update or Issue resolution; and (iii) simultaneously begin work to provide a temporary Workaround or fix.
P2	A Priority Two Issue means (i) the production system is functioning with limited capabilities, or (ii) the production system is unstable with periodic interruptions. An Issue relating to a non-production application may be classified as P2 provided that the Issue is related to an application in the final stages of development and is either blocking all other development efforts and/or putting the release milestone at risk, and missing such milestone would have a significant impact on Customer’s business.	Confluent will: (i) assign specialists to correct the Issue; (ii) provide regular communication on the status of an Update or Issue resolution; and (iii) simultaneously begin work to provide a temporary Workaround or fix.
P3	A Priority Three Issue means (i) there are Issues with workaround solutions in fully operational production systems, (ii) there are Issues in non-critical functions, (iii) there is a time sensitive Issue affecting performance or deliverables, or (iv) a major	Confluent will assign specialists to be available during local Business Hours until the Issue is resolved or a Workaround is in place. For Issues in Third Party Software, Confluent will use reasonable efforts to liaise with the applicable project steward.

	subsystem under development cannot proceed due to an Issue.	
P4	A Priority Four Issue means (i) there is a need to clarify procedures or information in documentation, (ii) there is a request for a product enhancement or new feature, (iii) cosmetic or non-functional Issues; or (iv) Issues in the documentation.	Confluent will triage the request, provide clarification where possible, and may include a resolution in a future Maintenance Release.

2.5 Responses. A “Response” is an initial reply to a reported Issue. “The Target Initial Response Times” shall be measured by the elapsed time between Confluent’s receipt of a reported Issue and the time Confluent begins to address such Issue by responding and initiating communication with Customer about the Issue. The actual time required to fully resolve the Issue, if full resolution occurs, may be longer than the Target Initial Response Time. Customer understands and agrees that full resolution of an Issue is not guaranteed and may not occur.

Target Initial Response Times		
Issue Priority Level	Support Level	
	Gold	Platinum
P1	Within 60 minutes	Within 30 minutes
P2	Within 4 hours	Within 2 hours
P3	Within 8 Business Hours	Within 8 Business Hours
P4	Within 2 Business Days	Within 2 Business Days

2.6 Updates and Maintenance Releases. Confluent will use commercially reasonable efforts to provide an Update or Workaround designed to solve or bypass a reported Issue, in accordance with the table in sections 2.3 and 2.4 above. Customer will use commercially reasonable efforts to install and implement Maintenance Releases for the installed version of the Confluent Platform as such Maintenance Releases become available. An Update or Workaround may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing an applicable Update is available. Confluent will make Maintenance Releases available to Customer if, as and when Confluent makes any such Maintenance Release generally available to its customers.

2.7 Customer Responsibilities. Confluent’s provision of Support Services depends upon Customer fulfilling the following responsibilities with respect to such Issue:

- (a) Customer making reasonable efforts to resolve the Issue before reporting the Issue to Confluent, including having the Issue reviewed by the representative of Customer that submits the Issue;

- (b) Customer providing Confluent with sufficient information, including a description of the issue, changes made preceding its occurrence and any reproducible test cases requested by Confluent;
- (c) Customer making commercially reasonable efforts to install any applicable Maintenance Releases for the installed version of the Confluent Platform as such Maintenance Releases become available;
- (d) Customer procuring, installing and properly maintaining all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Supported Software; and
- (e) (For P1 and P2 Issues only) Customer designating personnel resources to provide necessary diagnostic information and engage with Confluent until an Update or Workaround is made available.

2.8 Escalation. If Customer does not receive Confluent's Response within the applicable Target Initial Response Time, Customer may escalate the Issue to Confluent Support Team Management. An escalation ticket can be opened by setting the Issue priority to "Manager Escalation" in the support portal.

3. Exclusions. Notwithstanding anything to the contrary in this Support Services Policy or the Agreement, Confluent is not obligated to continue work on an Issue when Confluent determines that:

- (a) the Supported Software has been changed or modified (except if by Confluent or under the direct supervision of Confluent);
- (b) the Issue has been caused by a hardware malfunction, the configuration of the operating environment or data center, network latency or causes in Customer's environment beyond the reasonable control of Confluent;
- (c) the Issue has been caused by third party software not provided by Confluent; or
- (d) Customer has not made reasonable efforts to install and implement in a timely manner all available Maintenance Release(s) for the installed version of Supported Software.

4. Customer Success Technical Architect - Platinum Only. As part of Platinum-level Support Services, Confluent shall assign a named customer success technical architect ("CSTA") to your account. A Confluent CSTA combines Kafka and Confluent product expertise with deep awareness of your business needs to proactively guide your technical roadmap and facilitate other services across Confluent, including product, Support Services, and professional services. Please note that a CSTA's responsibilities do not encompass the more detailed implementation guidance provided through Confluent Professional Services.

The following are representative responsibilities of the CSTA:

- Driving efficient application of purchased Confluent services - e.g. training, professional services and support
- Quarterly visits (remote or onsite, as mutually agreed)
- Bi-weekly, remote office hours to discuss topics related to:
 - Project management
 - Development of Confluent Platform-related components
 - Architecture and configuration choices
 - Best practices for Confluent Enterprise monitoring, automation and integrations
 - Upgrade and migration planning
- Keeping your team informed and up to speed on product releases and recommending the best solutions for your needs
- Performing and delivering detailed postmortem reports following production incidents
- Serving as your voice within Confluent, including lobbying for your roadmap priorities



5. **Extended Support - Platinum Only.** As part of Platinum-level Support Services, Confluent will provide extended Support Services (“Extended Support”) for Supported Software for one additional year from the date of general availability (i.e., for 3 years from the date of general availability rather than for 2 years as specified in the Supported Versions and Interoperability document). Extended Support is subject to the following conditions:
 - Customer must install the most recent available Maintenance Release for the applicable version of Supported Software.
 - Confluent will provide code fixes as a cumulative patch. Each new code fix will be built upon all other code fixes available for the release.
 - Code fixes will be limited in scope, with priority given to fixes without Workarounds that are related to either security, data loss, or stability.
 - Extended Support is limited to use cases and deployments of Supported Software existing as of the end of the standard 2-year support window, and will not include support for new deployments, or new use cases of existing deployments, that use versions of Supported Software in the extended support window.
6. **Proactive Support.** Proactive Support is a component and feature of Confluent Platform. When telemetry is enabled, it communicates technical data to Confluent about Customer’s Confluent Platform environment, which allows Confluent to provide proactive alerting and faster issue diagnosis. Please see <https://www.confluent.io/moreinformation/> to learn more about Confluent’s data collection protocols for Proactive Support.
7. **Changes to Support Services.** This Support Services Policy may be updated from time to time in Confluent’s sole discretion, provided that any such updates will not materially reduce the level of Support Services during Customer's subscription term.