

## Confluent Cloud Fully Managed Connector Service Level Agreement

This Confluent Cloud Fully Managed Connector Service Level Agreement (“Fully Managed Connector SLA”) describes the service availability commitment for the Confluent Cloud Fully Managed Connectors under the Terms of Service or Subscription Agreement (collectively or individually “Agreement”) between the Confluent entity which entered into the Agreement (“Confluent”) and Customer. Unless otherwise provided herein, this Fully Managed Connector SLA is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement.

During the term of Customer’s use of the Cloud Service, Confluent will use commercially reasonable efforts to make the Confluent Cloud Fully Managed Connectors available with a Monthly Uptime Percentage as detailed below (the “Service Level”). If Confluent does not meet the Service Level, Customer will be eligible to receive a Service Credit as described below.

### 1. Definitions

- **“Confluent Cloud Fully Managed Connectors”** are connectors that are managed and supported by Confluent in the Cloud Service and identified in the Documentation as “Supported”. Confluent Cloud Fully Managed Connectors exclude Connect with Confluent connectors, custom connectors, preview connectors, connectors uploaded by Customer to the Cloud Service, or connectors not suitable for production use, as set forth in the Documentation.
- **“Confluent Cloud Fully Managed Connector Instance”** is a deployment of one Confluent Cloud Fully Managed Connector type using one (1) or more Tasks.
- **“Downtime”** is the total accumulated consecutive five-minute periods during a calendar month for a given Confluent Cloud Fully Managed Connector Instance that is unavailable. The consecutive five-minute periods are calculated on a time-based tumbling window. A consecutive five-minute period is considered unavailable for a Confluent Cloud Fully Managed Connector Instance that is in a Failed State for the entire consecutive five-minute period. If a Confluent Cloud Fully Managed Connector Instance has failed due to a User Actionable Error, the Confluent Cloud Fully Managed Connector Instance is considered available. Downtime does not include unavailability that results from any of the exclusions set forth below. Partial five-minute periods of unavailability will not be counted as Downtime.
- **“Failed State”** means the status of a Confluent Cloud Fully Managed Connector Instance where all Tasks for a Confluent Cloud Fully Managed Connector Instance have failed due to an issue solely within Confluent’s control.
- **“Monthly Uptime Percentage”** means the total number of consecutive five-minute periods in a calendar month, minus the number of consecutive five-minute periods of Downtime in such month, divided by the total number of consecutive five-minute periods in such month. If Customer’s Confluent Cloud Fully Managed Connector Instance is provisioned and running for only part of a calendar month, such instance is deemed to be 100% available during the portion of the month in which it was not provisioned and running.
- **“Service Credit”** means the percentage of monthly fees attributable to Customer’s spend for the Confluent Cloud Fully Managed Connector Instance, calculated as set forth in Section 2, credited to the Cloud Service bills in accordance with the process described in this Fully Managed Connector SLA.
- **“Task”** means a logical unit of work copying data.

- **“User Actionable Error”** represents a failure in any Task for the Confluent Cloud Fully Managed Connector Instance that is caused by the Customer. User Actionable Error includes an error that causes any Task for the Confluent Cloud Fully Managed Connector Instance to fail due to the Confluent Cloud Fully Managed Connector Instance being configured incorrectly by Customer, connections to external systems, throttling caused by Customer, and Customer server-side issues.

## 2. Service Credits

Service Credits are calculated as a percentage of the total monthly fees paid by Customer for the unavailable Confluent Cloud Fully Managed Connector Instance for the calendar month in which the Confluent Cloud Fully Managed Connector Instance does not meet the Service Level, in accordance with the schedule below.

Service Credit			
Monthly Uptime Percentage	Confluent Cloud Fully Managed Connector Instance connecting to a Multi-zone Dedicated, Enterprise, or Standard Cluster	Confluent Cloud Fully Managed Connector Instance connecting to a Single-zone Dedicated or Standard Cluster	Confluent Cloud Fully Managed Connector Instance connecting to a Basic Cluster
< 99.99% ≥ 99.95%	10%	-	-
< 99.95% ≥ 99.5%		10%	10%
< 99.5% ≥ 99%			10%
< 99%	25%	25%	25%

## 3. Service Credit Request and Application Process

To receive a Service Credit, Customer must submit a claim by logging a support ticket (if Customer is community supported, Customer must email [cloud-support@confluent.io](mailto:cloud-support@confluent.io)). To be eligible, the Service Credit request must be received by Confluent within five (5) calendar days after the last day of the month in which the Confluent Cloud Fully Managed Connector Instance does not meet the Service Level, and must include all information reasonably necessary for Confluent to verify the claim, including:

1. the words “SLA Credit Request” in the subject line;
2. a description of the applicable client(s), the version of each such client, and the configurations for each such client; and
3. a description of the events resulting in Downtime, including the time and duration of the Downtime and Customer requests logs that document the failed write attempts.

Confluent will evaluate Customer requests and determine in good faith whether a Service Credit is owed based on its system logs, monitoring reports, configuration records, and other available information. If Confluent confirms that the Monthly Uptime Percentage applicable to the month of such request did not meet the Service Level, then Confluent will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

Service Credits are not refundable and can only be used toward future billing charges. Confluent will apply any Service Credits against Customer's next billing charge. Service Credits are exclusive of any applicable taxes charged to Customer or collected by Confluent. Service Credits will not entitle Customer to any refund or other payment from Confluent. Service Credits are Customer's sole and exclusive remedy for any unavailability of the Confluent Cloud Service in accordance with the terms of this Fully Managed Connector SLA. Service credits expire without refund twelve (12) months from issuance.

#### **4. SLA Exclusions**

The Fully Managed Connector SLA does not apply to any unavailability of the Confluent Cloud Fully Managed Connectors:

1. That results from (i) a suspension described in Section 5.4 of the Agreement (Late Payments) or similar section, (ii) Customer's misuse of the Cloud Service in violation of Section 2 of the Agreement (Customer Use) or similar section, or (iii) Customer's violation of Confluent's Acceptable Use Policy;
2. Due to factors outside Confluent's reasonable control, including but not limited to any force majeure event, network intrusions, denial of service attacks, systemic internet issues or any other act or omission of any telecommunication or services provider;
3. That results from the use of services, hardware, or software provided by a third party and not within the primary control of Confluent, including issues resulting from inadequate bandwidth or resulting from failures of cloud platform services on which the Cloud Service runs;
4. That results from Customer's unauthorized action or lack of action when required, including those of Customer's Users or by means of Customer's passwords; or
5. That results from Customer's failure to use Confluent-supported Kafka clients with acceptable configuration values as defined in the Cloud Service documentation.
6. Unavailability due in whole or in part to any of the following: Customer-controlled actions and/or environment or other failures or shortcomings not within Confluent's control; Customer's violation of the Agreement; failure by Customer to take any remedial action in relation to the Services as recommended by Confluent, or otherwise preventing Confluent from doing so; Customer's negligence or willful misconduct, which may include failure to follow agreed-upon procedures; scheduled maintenance that takes place upon five (5) days email notice, ad hoc maintenance carried out to avoid future unavailability, and/or updates; or Customer's failure to provide information required by Confluent to provision the Cloud Service.