



## MAINTENANCE AND SUPPORT SERVICES TERMS (GOLD)

- 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 "Documentation" means the user and installation documentation for the Supported Software published by Confluent and accessible at <https://docs.confluent.io/current/>.
- 1.4 "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.
- 1.5 "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.
- 1.6 "Support Services" means the maintenance and support services purchased by Customer and described in this Support Services Policy.
- 1.7 "Supported Software" means the supported versions of the Confluent Software and Third Party Software (each as defined in the Agreement), as set forth in the Supported Versions and Interoperability document at <https://docs.confluent.io/current/installation/versions-interoperability.html>.
- 1.8 "Update" means a software modification or addition that, when made or added to the Supported Software, corrects the Issue.
- 1.9 "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 **Customer Support Channels.** Confluent shall provide the Support Services through its online customer support portal ("Support Portal") which enables submission of support requests at the times applicable to the level of support purchased by Customer. 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. 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.
- 2.2 **Hours of Operation.** Customer may submit support requests twenty-four (24) hours a day, seven (7) days per week.
- 2.3 **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:

<b>Issue Priority Definitions &amp; Confluent Actions</b>		
<b>Priority Level</b>	<b>Definition</b>	<b>Confluent Actions</b>
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 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, (ii) the production system is unstable with periodic interruptions, (iii) there is an Issue in an application in development that is in final testing, facing a critical time frame of going into production use, or (iv) due to an Issue, development efforts cannot proceed for an application in development.	Confluent will: (i) assign specialists 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.
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 subsystem under development cannot proceed due to an Issue.	Confluent will use resources 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.
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.

**2.4 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.

<b>Issue Priority Level</b>	<b>Target Initial Response Times</b>
P1	Within 60 minutes
P2	Within 4 hours

P3	Within 1 business day
P4	Within 2 business days

**2.5 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 tables in sections 2.3 and 2.4 above. If an Issue has been corrected in a Maintenance Release for Customer's installed version, Customer must install and implement the applicable Maintenance Release. 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.

**2.6 Customer Responsibilities.** Confluent's obligation to provide Support Services is conditioned upon Customer satisfying the following responsibilities with respect to such Issue:

- (a) Customer has made 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 has provided Confluent with sufficient information, including any reproducible test cases requested by Confluent;
- (c) Customer has installed all Maintenance Releases;
- (d) Customer has procured, installed and properly maintained all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Supported Software; and
- (e) (For P1 and P2 Issues only) Customer has designated personnel resources to provide necessary diagnostic information until an Update or Workaround is made available.

2.7 **Escalation.** If Customer does not receive Confluent’s Response within the applicable Target Initial Response Time, Customer may escalate the Issue per the following escalation process:

Escalation Level	Resolution Owner	Escalation Trigger	Escalation Path
1	Confluent Manager, Customer Operations	Response is not received within the Target Initial Response Time	Customer to send email to <a href="mailto:escalations@confluent.io">escalations@confluent.io</a>
2	Confluent Director of Customer Operations	Response is not received within twice the Target Initial Response Time	Customer to email director- <a href="mailto:escalations@confluent.io">escalations@confluent.io</a> or call +1 650-665-5301

3. **Exclusions.** Notwithstanding anything to the contrary in this Support Services Policy or the Agreement, Confluent is not obligated to address an Issue when:

- (a) the Supported Software has been changed or modified (except if by Confluent or under the direct supervision of Confluent);
- (b) the Issue is caused by Customer’s negligence, a hardware malfunction, the configuration of the operating environment or data center, network latency or causes beyond the reasonable control of Confluent;
- (c) the Issue is caused by third party software not provided by Confluent; or
- (d) Customer has not installed and implemented all available Maintenance Release(s) for the installed version of Supported Software; or
- (e) Customer has not paid the Support Services fees when due.

**4. Changes to Support Services**

These Maintenance and Support Services Terms 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.