Confluent Cloud Service Level Agreement

Last Updated: April 1, 2022

This Confluent Cloud Service Level Agreement ("SLA") describes the service availability commitment for the Confluent Cloud Service under the Terms of Service or Subscription Agreement (collectively or individually "Agreement") between Confluent, Inc. ("Confluent") and Customer. Unless otherwise provided herein, this SLA is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. For the Service Level Agreement applicable to your usage of the Confluent Cloud KSQL Service, please refer to https://www.confluent.io/confluent-cloud-ksql-sla/. For the Service Level Agreement applicable to your usage of the Confluent Cloud Schema Registry Service, please refer to https://www.confluent.io/confluent-cloud-sr-sla/.

During the period of your Confluent Cloud Services, Confluent will use commercially reasonable efforts to make the Confluent Cloud Service 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**

- **"Downtime"** is the total accumulated minutes during a calendar month for a given Confluent Cloud Service cluster during which the entire cluster is unavailable. A minute is considered unavailable for a given cluster if all continuous attempts by Confluent's monitoring system to write to the cluster within the minute fail. Confluent's monitoring system connects to the same endpoints that Customer uses. Downtime does not include unavailability that results from any of the exclusions set forth below. Partial minutes of unavailability will not be counted as Downtime.
- **"Monthly Uptime Percentage"** means the total number of minutes in a calendar month, minus the number of minutes of Downtime in such month, divided by the total number of minutes in such month. If Customer's Confluent Cloud Service cluster is provisioned and running for only part of a calendar month, such cluster 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 Service fees, calculated as set forth below, credited to Customer's Confluent Cloud Service bills in accordance with the process described in this SLA.

2. **Service Credits**

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

Service Credit			
Monthly Uptime Percentage	Multi-zone Dedicated or Standard Cluster	Single-zone Dedicated or Standard Cluster	Basic Cluster
< 99.99% > 99.95%	10%	-	-
< 99.95% > 99.5%	10%	10%	-
< 99.5% > 99%	10%	10%	10%
< 99%	25%	25%	25%
< 95%	100%	100%	100%

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) . To be eligible, the credit request must be received by Confluent within five (5) calendar days after the last day of the month in which the Confluent Cloud Service 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 SLA. Service credits expire without refund twelve (12) months from issuance.

4. SLA Exclusions

The SLA does not apply to any unavailability of the Confluent Cloud Service:

1. That results from (i) a suspension described in Section 6.6 of the Agreement (Late Payments) or (ii) Customer's misuse of the Confluent Cloud Service in violation of Section 3 of the Agreement (Acceptable Use);
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 Confluent 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 Confluent 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 Confluent Cloud Service.