



Confluent Cloud Covid-19 Relief Terms

By submitting an application (“Application”), you agree to these Confluent Cloud Covid-19 Relief Terms (“Terms”) and to receive marketing communications from Confluent, Inc. (“Confluent”) at the contact details you provide upon registering.

See www.confluent.io/privacy to learn how your personal data is used.

- 1. Application Details:** Applications to the program may be submitted via this [online intake form](#), or, if you already have a sales contact within Confluent, please contact them directly for this offer.
- 2. Eligibility:** Must be a US-registered public charity, NGO, or nonprofit under tax code 501(c)(3) in good standing with the IRS, that is working on response/containment efforts and/or supporting individuals impacted by COVID-19 may apply for this offering. Current Confluent Cloud customers with spend commitments are not eligible for this offer.
- 3. Limitations:** Each Application must be completed during the Period. Applications must be completed between July 7, 2020 and December 31, 2020. Limit one Application per organization during the Period. Confluent will limit the amount of promotion codes to 100 during the Period for qualified organizations who meet our eligibility criteria.
- 4. Promo Code:** This offering is a promo code redeemable for \$10,000 of promo value for redemption against fees payable for Confluent Cloud products and support. The promo code must be redeemed within 30 days of receipt. The promo value will be valid for 12 months from the activation date, after which any unused amount will expire without refund or credit. The promo value may only be redeemed for the Confluent Cloud Organization ID for which it is provided.
- 5. Use of Confluent Cloud:** Redemption of any promotion value is subject to the Confluent Cloud [Terms of Use](#). Confluent Cloud is billed based on usage. After consumption of the \$10,000 promo value you will be charged for any additional usage on a monthly basis moving forward. You can find detailed pricing information [here](#).
- 6. Disqualification:** Confluent may disqualify any organization for (1) failure to timely return any requested information related to the Application, (2) ineligibility, (3) failure to comply with the Terms or applicable laws, (4) affecting the administration, security, integrity, or proper conduct of the Applications, or (5) submitting false information. A participant’s privileges under these Terms terminate upon disqualification.
- 7. Unforeseen Events:** If the Application cannot be received or reviewed as planned, for reasons outside of Confluent’s control, Confluent may cancel, modify, or suspend the Application.
- 8. Governing Law:** These Terms are governed by California law. You irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California for disputes arising relating to these Terms or the Applications.
- 9. Privacy:** Confluent will use the personal information you provide in accordance with Confluent’s privacy policy (www.confluent.io/privacy).
- 10. Release of Claims:** By submitting a Application or submitting a request to participate, you agree to release and hold Confluent, its affiliates, Amazon.com, its affiliates, and each of their employees and



representatives, harmless from any liability, injury, death, loss, claim, or damage directly or indirectly relating to (i) an error or negligence in the administration of these Terms or the survey, (ii) the suspension, modification, or cancellation of the survey, (iii) disqualification, (iv) delayed, incomplete, illegible, unintelligible, misdirected, damaged, or lost information due to technical reasons or otherwise, (v) inability to claim a gift card or receive communications at the contact details provided by you, and/or (vi) use of the gift card.

You expressly and forever waive all rights under Section 1542 of the Civil Code of California ("Section 1542") (or any similar law applicable to your jurisdiction) which reads: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The foregoing is a complete RELEASE and DISCHARGE of all claims and rights, and is binding upon your heirs, executors, and administrators, and anyone claiming by or through you.