



## CONFLUENT SUBSCRIPTION AGREEMENT

Last Updated: April 24, 2020

PLEASE READ THIS SUBSCRIPTION AGREEMENT BEFORE USING ANY CONFLUENT PRODUCTS (“PRODUCTS” MEANS THE CONFLUENT SOFTWARE, SUPPORT SERVICES AND SERVICES). BY CLICKING ON THE CHECKBOX OR DOWNLOAD BUTTON THAT DEMONSTRATES ACCEPTANCE OF THIS AGREEMENT, OR BY USING ANY CONFLUENT PRODUCTS, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE OR USE THE CONFLUENT PRODUCTS.

This Subscription Agreement (“Agreement”) is entered into by and between Confluent, Inc. (“Confluent”) and the purchaser or user of the Confluent Products that accepts the terms of this Agreement (“Customer”). The effective date of this Agreement (“Effective Date”) is the date that Customer enters into an Order with either Confluent or a Confluent-authorized reseller (“Reseller”), or commences use of any of the Products.

### 1. Subscription, License and Support.

1.1 Subscription. Customer’s subscription includes Support Services and a license to Confluent Software, as defined below and as described in the applicable ordering document (“Order”) with Confluent, or, for Orders placed through Resellers, as described in the attached Product Definitions and Rules.

1.2 License Terms. Subject to the terms of this Agreement and the applicable Order, Confluent grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license during the applicable Term to install and use Confluent’s proprietary software (“Confluent Software”) solely for Customer’s internal business operations. Customer may permit its third-party service providers to install and use the Confluent Software to provide outsourced services to Customer, and Customer will be solely responsible for such service provider’s compliance with this Agreement.

1.3 Additional Restrictions on Use. Customer shall not, and shall not permit or encourage any third party to: (a) use the Confluent Software for third-party training, software-as-a-service, time-sharing or service bureau use or (b) disassemble, decompile or reverse engineer any portions of the Confluent Software that are not provided in source code format, or otherwise attempt to gain access to the source code to such Confluent Software (or the underlying ideas, algorithms, structure or organization of the object code in the Confluent Software). The foregoing restriction is inapplicable to the extent prohibited by applicable law; provided that, in the event that Customer intends to disassemble, decompile or reverse engineer the Confluent Software, Customer shall first provide Confluent with written notice thereof.

1.4 Copies. Section 1.1 includes the right for Customer to make copies of the Confluent Software as necessary to exercise the licenses granted in Section 1.1, and a reasonable number of back-up or archival copies, provided that each such copy shall include Confluent’s copyright and any other proprietary notices that appear on the original copies of the Confluent Software.

1.5 Ownership. Customer acknowledges that Confluent or its licensors retain all proprietary rights, title and interest, including all intellectual property rights, in and to the Confluent Software and any changes,

corrections, bug fixes, enhancements, updates and other modifications thereto (collectively, "Modifications"), and as between the parties all such rights shall vest in Confluent. Customer acknowledges that the licenses granted in Section 1.1 do not include the right to prepare any Modifications of the Confluent Software.

1.6 Confluent Audit Rights. Confluent reserves the right, upon prior notice to Customer, to audit usage of the Confluent Software at Customer's premises (and at the premises of or via virtual access to Customer's hosting providers) during normal business hours to verify Customer's compliance with the terms of this Agreement. If Confluent determines as a result of such audit that any fees are due from Customer to Confluent under the terms of this Agreement, Customer shall immediately pay such amounts due along with interest in an amount equal to one and one-half percent (1.5%) of the underpayment per month, or at the highest interest rate permitted by applicable law, whichever is less, calculated monthly from the date the underpayment was due until the date payment is made; and if such amount exceeds five percent (5%) of the cumulative fees previously paid under this Agreement, Customer shall reimburse Confluent for the reasonable cost of such audit.

1.7 Reservation of Rights. Confluent reserves all rights not expressly granted in this Agreement. No rights are granted by implication.

1.8 Delivery of Materials. The Confluent Software, and any versions, updates or maintenance releases of any component thereof, will be delivered only through an electronic transfer. The parties shall reasonably cooperate to effectuate such delivery via FTP or other reasonable means.

1.9 Subscription Support Services. Confluent will provide the support and maintenance services Customer purchases as specified in the applicable Order ("Support Services").

## **2. Training Services and Advisory Services**

2.1 Supplemental Terms. Customer's Order may include training services ("Training Services") or advisory services ("Advisory Services"). Collectively, the Training Services and Advisory Services are called the "Services". Confluent will provide Customer with the Advisory Services and/or Training Services purchased under an Order in accordance with the Order and the Supplemental Terms for Services Engagements posted at <https://www.confluent.io/supplemental-services-terms>, which are hereby incorporated by reference. All Advisory and/or Training Services must be scheduled within one year of the Order effective date.

## **3. Fees, Taxes and Payment Terms.**

3.1 Indirect Orders. Sections 3.2 to 3.4 apply only to Orders placed directly with Confluent. If Customer purchases through a Reseller, Customer will pay Reseller for such purchase and different terms may apply.

3.2 Fees. Customer shall pay Confluent the fees in the amount set forth in the applicable Order ("Fees") in accordance with the terms set forth therein.

3.3 Payment Terms. Except as otherwise set forth in the applicable Order, all amounts payable to Confluent under this Agreement will be due within thirty (30) days from the date of an invoice.

3.4 Taxes. Customer shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added, withholding, or other taxes, federal, state or otherwise, however

designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on Confluent's net income. If Customer is compelled to make a deduction or set-off for any such taxes, it will pay to Confluent such additional amounts as are necessary to ensure receipt by Confluent of the full amount Confluent would have received but for the deduction.

#### **4. Confidentiality**

4.1 Nondisclosure. Each party shall retain in confidence the non-public information and know-how disclosed or made available by the other party pursuant to this Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient ("Confidential Information"); provided, however that Modifications will be the Confidential Information of Confluent and not Customer. The Confluent Software, and the terms and conditions of this Agreement shall be Confluent's Confidential Information regardless of whether marked as such. Each party agrees to: (a) maintain the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information except for the purpose of performing its obligations under this Agreement; and (c) not disclose such Confidential Information to any third party except to employees and subcontractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding written use and disclosure restrictions at least as protective as those set forth herein which the receiving party agrees to enforce)). Each party shall immediately notify the other party of any unauthorized disclosure or use of any Confidential Information and assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested by such other party. The foregoing obligations will not apply to Confidential Information of the other party which is: (i) already publicly known without breach of this Agreement; (ii) discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order; provided that the receiving party shall provide prompt notice thereof and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein which the receiving party agrees to enforce) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto.

4.2 Remedies. Each party acknowledges that any breach or threatened breach of this Section may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

#### **5. Limited Warranty.**

5.1 Scope of Limited Warranty. Confluent warrants to Customer that for a period of thirty (30) days after the first delivery of the Confluent Software by Confluent to Customer, the Confluent Software in the form delivered by Confluent to Customer, will perform substantially in accordance with the written documentation therefor. This limited warranty shall not apply if the Confluent Software has been: (i) altered or modified; (ii) subjected to negligence, computer or electrical malfunction; or (iii) used, adjusted, installed or operated (A)

other than in accordance with this Agreement or the instructions furnished by Confluent or (B) with an application or in an environment other than that intended or recommended by Confluent.

5.2 **Exclusive Remedy.** Confluent's sole liability and Customer's exclusive remedy under the limited warranty set forth above shall be, at Confluent's election, to attempt, through reasonable efforts and where technically feasible, to correct any failure of the Confluent Software to conform to its written documentation or to replace the non-conforming software. The above remedy is available only if (a) discovery of the non-conformity occurs during the applicable warranty period, (b) Customer notifies Confluent in writing of such discovery within the warranty period, and (c) Confluent's examination of Confluent Software discloses that such non-conformity exists.

5.3 **Disclaimer of Any Other Warranties.** EXCEPT FOR THE EXPRESS, LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT, CONFLUENT MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CONFLUENT SOFTWARE OR ANY OTHER MATERIALS, SUPPORT SERVICES, OR SERVICES PROVIDED HEREUNDER. CONFLUENT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE CONFLUENT SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**6. Infringement Indemnification.** Confluent shall defend or at its option settle, at its own expense, any third-party claim, demand or lawsuit brought against Customer to the extent alleging facts that, if true would constitute an infringement by the Confluent Software, Advisory Materials, or Course Materials as delivered to and unmodified by Customer or an entity or person under Customer's control, of a third party intellectual property right, and will pay such damages or costs as are finally awarded against Customer attributable to such action, provided that Customer: (a) notifies Confluent promptly in writing of any such action; (b) gives Confluent sole control of the defense or settlement of such action; and (c) gives Confluent all reasonable information and assistance, at Confluent's expense. Should the Confluent Software, Advisory Materials or Course Materials become, or in the opinion of Confluent be likely to become, the subject of such an infringement claim, Confluent may, at its option: (i) procure for Customer the right to use the Confluent Software, Advisory Materials or Course Materials, as applicable, at no charge to Customer; (ii) replace or modify, in whole or in part, the Confluent Software, the Advisory Materials or the Course Materials, as applicable, to make it non-infringing; or (iii) accept return of the Confluent Software, or remove the allegedly offending module thereof, and, refund a pro rata portion of the Fees paid by Customer for the then-current Term. Confluent assumes no liability hereunder for any claim of infringement to the extent based on: (w) use of software other than a current unaltered release of the Confluent Software, as provided by Confluent to Customer, (x) the combination, operation or use of the Confluent Software, with non-Confluent programs or hardware, (y) any alteration or modification of the Confluent Software by a party other than Confluent, or (z) open source software. THIS SECTION SETS FORTH CONFLUENT'S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

**7. Limitation of Liability.** Except for breaches of sections 1.2 or 1.3, breaches of section 4, and indemnification obligations:

(A) IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, AND

(B) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY CLAIM OR DEMAND BY ANY OTHER PARTY, HOWEVER CAUSED AND (TO THE FULLEST EXTENT PERMITTED BY LAW) UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **8. Term and Termination.**

8.1 Term. Unless earlier terminated as provided in this Section 8 or specified in an Order, this Agreement and the licenses granted hereunder shall be effective as of the Effective Date and will continue until the expiration or termination of the Term specified in the Order ("Initial Term"). If no term is specified in the Order for a Subscription, the Initial Term for Subscription will be twelve (12) months. The Initial Term for the Subscription will automatically renew for periods of twelve (12) months at Confluent's then-current pricing unless either party provides written notice of its intention not to renew to the other party at least sixty (60) days prior to expiration of the current Term (each a "Renewal Term," and collectively together with the Initial Term, the "Term").

8.2 Termination. Either party shall have the right to terminate this Agreement and the license granted herein upon written notice in the event the other party fails to perform or observe any material term or condition of this Agreement and such default has not been cured no later than thirty (30) days after written notice of such default to the other party. Confluent may also terminate this Agreement immediately if the Customer: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (d) has wound up or liquidated, voluntarily or otherwise.

8.3 Effect of Termination. The provisions of this Agreement that by their nature extend beyond the termination of this Agreement shall survive termination.

**9. Relationship of the Parties.** Confluent and Customer agree that in rendering all Services hereunder, Confluent and any person employed by Confluent to perform the Services shall act (and be considered for all purposes) as an independent contractor of Customer, and not as an employee or agent of Customer. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Each party may identify the other as a customer or supplier, as applicable

## **10. Miscellaneous.**

10.1 Assignment. Customer shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without Confluent's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. Notwithstanding the foregoing, Customer shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, conditioned upon (a) the parties' mutual written agreement on any additional fees payable as a result of such assignment and (b)

the payment of such fees. Confluent shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to this Section, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**10.2 Entire Agreement; Modification; Waiver.** This Agreement, together with the applicable Order, represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to the matters covered by this Agreement, and is not intended to confer upon any third party any rights or remedies hereunder. Customer acknowledges that it has not entered in this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Customer purchase order or other document, the terms and conditions of this Agreement shall prevail. Any different or additional terms of any related purchase order or confirmation even if signed by the parties after the date hereof shall have no force or effect. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

**10.3 Third Party Software.** Confluent also makes available certain third party open source software as identified at [http://www.confluent.io/third\\_party\\_software](http://www.confluent.io/third_party_software) or in the applicable help, notices, about or source files ("Third Party Software"). The Third Party Software shall be subject to the applicable open source license(s) and not this Agreement, and is provided by Confluent at no charge. Confluent makes no warranties, express or implied, and will not be obligated under Section 6 with respect to any Third Party Software. To the extent the terms of open source licenses applicable to Third Party Software prohibit any of the restrictions in this Agreement, such restrictions will not apply to such Third Party Software. To the extent the terms of open source licenses applicable to Third Party Software require Confluent to make an offer to provide source code or related information in connection with the Third Party Software, such offer is made.

**10.4. User and Performance Data.** Confluent may from time to time use and process data about Customer's use of the Confluent Software and Third Party Software for the purposes of creating statistics and analytics data. Confluent may use such data for its own business purposes, including to maintain and improve the Confluent Software, Third Party Software and other services and to monitor and analyse its activities in connection with the performance of such services. Customer acknowledges that certain features of the Confluent Software and Third Party Software are configured to collect and report telemetry data to Confluent as more particularly described in *More Information Regarding Confluent Data Collection* at <https://www.confluent.io/moreinformation/>. Customer may choose to disable transmission of this data to Confluent at any time. Confluent will use user data in accordance with Confluent's Privacy Statement located at <https://www.confluent.io/privacy/> subject, as applicable, to the Standard Contractual Clauses for Controllers as approved by the European Commission and available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> (as amended, superseded or updated from time to time), which are incorporated by reference in, and form an integral part of, this Agreement.

**10.5 Delays.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than any payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this Section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

10.6 Governing Law. This Agreement shall in all respects be governed by the laws of the State of California without reference to its principles of conflicts of laws. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Santa Clara County, California. Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts. The parties hereby disclaim and exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods.

10.7 Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of the Agreement will remain in full force and effect.

10.8 Notices. All notices permitted or required under this Agreement shall be in writing and shall be deemed to have been given when delivered in person (including by overnight courier), or three (3) business days after being mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing.

10.9 U.S. Government Restricted Rights. If Confluent Software is being licensed by the U.S. Government, the Confluent Software is deemed to be "commercial computer software" and "commercial computer documentation" developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject solely to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense ("DOD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

10.10 Export Law Assurances. Customer understands that the Confluent Software is subject to export control laws and regulations. CUSTOMER MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE CONFLUENT SOFTWARE OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE CONFLUENT SOFTWARE OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (a) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (b) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. CUSTOMER HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CUSTOMER IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

10.11 Construction. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting party shall be applied hereto. The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation."

## Product Definitions and Rules

### Confluent Software

Confluent Software licensed under an Order consists of:

#### Commercial features:

Control Center	Security Plugins
JMS Client	Secret Protection
Connectors	Role Based Access Control
Replicator	Structured Audit Logs
Multi-Region Clusters	MQTT Proxy
Auto Data Balancer	Operator
Schema Validation	

#### Community features (in the object code form provided by Confluent):

ksqlDB	Schema Registry
REST Proxy	Connectors

Confluent also makes the community feature software available under the Confluent Community License, and Customer's rights under such license with respect to such software shall not be limited by the terms of the Agreement.

The subscription Fees are based on the number of Nodes (defined below). Customer may not use the Confluent Platform (including Support Services) on a quantity of Nodes that exceeds the quantity it has purchased.

"Node" means each software instance of a Confluent Platform component (identified below) running on a physical or virtual computing machine that does not exceed any of the following elements:

- 56 processing cores or virtual cores
- 24 hard drives
- 50 TB total hard drive or flash/SSD capacity
- 256 GB of RAM

As used above, "Confluent Platform Component" means any of the following:

- |                                     |                   |
|-------------------------------------|-------------------|
| • Kafka Broker                      | • Zookeeper       |
| • Confluent Server                  | • Mirror Maker    |
| • Kafka Connect worker              | • REST Proxy      |
| • Replicator (Kafka Connect worker) | • Schema Registry |
| • Control Center                    | • ksqlDB          |
| • Operator                          | • MQTT Proxy      |

For the avoidance of doubt, Node Software does not include an application that uses only the client API (i.e., Kafka Producer/Consumer).



A Node is classified as either “Production,” “Pre-Production” or “Development.”

- “Production” means use for any purpose other than the purposes specified below for Pre-Production and Development. A Production instance includes an instance that is running in standby mode, and excludes instances that are installed but not running.
- “Pre-Production” means use *solely* for QA, staging, end-user testing or other non-development pre-production purposes.
- “Development” means use *solely* by developers testing code or use *solely* in a sandbox environment that is not accessed or in any way used by users of the production system.

Nodes designated in an Order as ksqlDB Add-on Nodes are specific to instances of ksqlDB, and cannot be allocated to any other instances of Confluent Platform components.

Fees for the Add-on for Kafka Streams are based on Customer’s total Nodes under subscription, including any active subscriptions under other Orders, but excluding any ksqlDB Add-on Nodes. The Add-on for Kafka Streams provides Support Services for an unlimited number of Kafka Streams applications connected to the supported Confluent Platform cluster.

#### Support Services

Confluent shall provide the support and maintenance services set forth in the maintenance and support terms, corresponding to support level specified in your Order:

Platinum: <https://www.confluent.io/maintenance-and-support-services-terms-pla/>

Gold: <https://www.confluent.io/maintenance-and-support-services-terms-gol/>

Silver: <https://www.confluent.io/maintenance-and-support-services-terms-sil/>

If Customer is using Support Services on any Confluent Platform component in a cluster, then all Confluent Platform components in such cluster will be counted as Nodes and must be under subscription.