

SUPPLEMENTAL TERMS FOR SERVICES ENGAGEMENTS

These Supplemental Terms for Services Engagements are an integrated part of the order form that references these terms (“Order Form”). All capitalized terms not otherwise defined herein will have the meanings assigned to them in the Order Form.

Professional Services Terms

- A. **Definition and Scope.** “Professional Services” means professional and advisory services provided by Confluent as specific engagements pursuant to an applicable Order Form. Professional Services are provided for knowledge transfer purposes only, therefore, (a) the provision of any specific deliverables is not a condition of payment under the Order Form; and (b) any Services Materials (defined below) provided will not be subject to acceptance testing or other acceptance process.
- B. **Services Materials.** Except for the license granted to Customer in the following sentence, Customer acknowledges and agrees that Confluent or its licensors own and shall retain all rights, title and interest, including but not limited to all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to any and all materials provided to Customer in the course of the Professional Services (the “Services Materials”). Subject to the payment of the Professional Services Fees, Confluent grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly stated otherwise in the Agreement) license to use the Services Materials solely in connection with Customer’s use of Apache Kafka for Customer’s own business operations. Notwithstanding anything to the contrary herein, Confluent and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of performing Services hereunder. Notwithstanding any failure to so designate them, the Services Materials shall be Confluent’s Confidential Information.
- C. **Requirements.** Customer shall (a) identify technical resource(s) to work side by side with the Confluent consultant(s); and (b) ensure all required hardware and associated environments are ready and available.
- D. **Scheduling.** For each Professional Services engagement, Customer must schedule the full duration of the engagement. Professional Services will begin on a date mutually agreed by Customer and Confluent. All Professional Services must be scheduled and delivered within one year of the Order Form Effective Date. Professional Services engagements may be rescheduled subject to Confluent’s availability and as agreed by Confluent in writing, provided that Customer requests such changes at least thirty (30) days prior to the agreed-upon engagement. If Customer cancels any engagement within thirty (30) days of the scheduled date, Customer will remain responsible for all Fees for such engagement. If causes outside of either party’s reasonable control requires that an engagement be rescheduled, Confluent and Customer will agree in good faith on a mutually acceptable rescheduled date.

Education Services Terms

- A. **Definitions.** “Education Services” means Confluent’s educational and training Courses delivered either by an instructor (in person or online) or as a self-paced online Course. “Course” means a specific training engagement, session or module.
- B. **Course Materials.** Confluent has developed certain proprietary training materials relating to the Courses (the “Course Materials”). Except for the license granted to Customer in the following sentence, Customer acknowledges and agrees that Confluent or its licensors own and shall retain all rights, title and interest, including but not limited to all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to the Course Materials. Subject to the payment of the Education Services Fees, Confluent grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly stated otherwise in the Agreement) license to use the Course Materials solely in connection with the Customer’s use of Apache Kafka for Customer’s own business operations. Customer acknowledges that the Course Materials may not be reproduced and Courses may not be recorded in any manner except as otherwise authorized in writing by Confluent. Copies of Course Materials shall be limited to those necessary to provide one copy per attendee of the Course. Attendees shall not make any copies of the Course Materials other than for their own personal use. Notwithstanding any failure to so designate them, the Course Materials shall be Confluent’s Confidential Information. Course Materials will be provided to Attendees electronically and can be downloaded along with cloud-based labs on which Attendees will perform hands-on exercises.
- C. **Confluent Education Subscriptions.** Confluent education subscriptions provide access the specified number of Named Users (defined below) with access to Confluent’s then-current self-paced training Courses, for the term specified on the applicable Order Form, commencing on the effective date of such order. Confluent reserves the right in its discretion to withdraw or remove any online training Course or offering at any time.
1. A “Confluent Education Self-Paced Subscription” provides access to self-paced Courses that Confluent makes available through its training portal for a specific number of individual users (each a “Named User”) that are purchased by Customer, for the term specified on the Order Form and commencing on the effective date of the order. Customers are provided with a license key(s) for registration. Each Named User must create a user name and password, and such login information may not be shared with or used by other individuals.
 2. A “Confluent Education Enterprise Subscription” provides (i) access to self-paced Courses, for the number of Named Users as specified on the applicable order(s), for the term specified on the Order Form and commencing on the effective date of the order; and (ii) an additional number of private and public instructor-led Course seats, as specified in the applicable order. Access to a Confluent Enterprise Education Subscription is managed by Customer via Customer’s single sign on (SSO) process. Customer is responsible for facilitating access to its SSO to provide users access instructions and communication. Confluent will provide onboarding instructions to Customer following order execution. Customer is responsible for working with the Confluent Education onboarding team and Confluent’s training platform provider to establish Customer SSO connectivity so that users can access the training Courses.

- D. **Confluent Training Credits.** Training credits must be redeemed within one year from the effective date of the Order Form. Training credit amounts will be applied to scheduled training Courses based on the then-current list price for such Courses. Training credits are non-refundable and non-transferable. Training credits may only be used for training and certification product SKUs.
- E. **Cancellations and Changes.** Private Courses may be rescheduled subject to Confluent's availability and as agreed by Confluent in writing, provided that Customer requests such changes at least fourteen (14) days prior to the agreed-upon Course date ("Course Date"). If Customer cancels any Course within fourteen (14) days of the scheduled Course Date, Customer will remain responsible for all Education Services Fees for such Course. If causes outside of either party's reasonable control requires that a private Course be rescheduled, Confluent and Customer will agree in good faith on a mutually acceptable rescheduled Course date. The deposit will only be applied to Education Services Fees for the Course for which it is made.
- F. **In-Person Course Logistics.** The following terms apply to all Courses not designated by Confluent as "Public."
1. **Location.** The Courses will be provided at Customer's location at the address specified in the Order Form or such other location mutually agreed in writing.
 2. **Course Attendees.** Attendees must be Customer employees or Customer's full-time contractors. Attendees are required to attend all days of any multiple day Courses. Extra attendees, even if designated as observers or other non-participating attendees, are not permitted without prior written consent from Confluent Global Education management.
 3. **Remote Attendees.** If Customer requests any attendees participate remotely, such remote attendees will count towards the applicable maximum Attendee limitation. Courses are hands-on and interactive, therefore remote attendees are not recommended. If remote attendees participate in Courses, Confluent will make remote conferencing arrangements for such remote attendees. Customer must provide Confluent with reasonable advance notice if Customer will have remote attendees participate in a Course.
 4. **Classroom and Equipment Requirements.** Detailed requirements for Attendee laptops and Customer equipment/facilities (for onsite training) to be provided at the time of scheduling. All requirements are in alignment with standard industry practices for onsite training i.e. a projector and whiteboard. If the Customer does not own facilities and equipment that meet the above requirements, the Customer must rent the required facilities and equipment. Confluent recommends Customer utilize Confluent to assist with sourcing a qualified training facility. Confluent has established relationships with vendors who are familiar with the requirements. All costs, including any cancellation fees associated with such facility and equipment rentals are the sole responsibility of Customer.

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