



CONFLUENT CLOUD SERVICES AGREEMENT

Updated: November 16, 2023

NOT TO BE EDITED

This Cloud Services Agreement (“Agreement”) is entered into by and between Confluent and the purchaser or user of the Confluent Cloud Service that accepts the terms of this Agreement (“Customer”). “Confluent” means Confluent, Inc., located at 899 West Evelyn Avenue, Mountain View, CA 94041. “Your”, “You” and “Customer” are used interchangeably throughout the Agreement and have the same meaning. The effective date of this Agreement (“Effective Date”) is the earlier of the date that Customer accepts the terms of this Agreement or commences use of any of the Confluent products and services that are governed by this Agreement.

By entering into an Order referencing these terms with either Confluent or a Confluent-authorized reseller, by clicking an appropriate button to create a Cloud Service account, or by accessing or using the Cloud Service, you are agreeing to and accepting the terms of this Agreement. If you are entering into this Agreement on behalf of an entity, then you represent and agree that you have the legal authority to bind that entity to this Agreement. If you do not accept the terms of this Agreement, then you cannot use the Cloud Service.

Notwithstanding the foregoing, if there is a written agreement between Confluent and Customer that addresses the subject matter covered by these terms, then such agreement shall govern rather than these terms.

1. CONFLUENT CLOUD SERVICE

- 1.1 Provision of the Cloud Service. During the applicable Order term, Confluent will: (a) make the Cloud Service available to Customer for Customer to access and use the Cloud Service in accordance with the terms of this Agreement, the Order, and the Documentation; (b) provide purchased Support Services to Customer at the level subscribed to by the Customer; (c) provide the Cloud Service in accordance with the applicable Service Level Agreement; and (d) provide the Cloud Service in accordance with all laws applicable to Confluent’s provision of the Cloud Service generally.
- 1.2 Registration. Customer must register and set up an account to use the Cloud Service. Customer must keep the registration information accurate and complete. Customer is responsible for the security of its User IDs and passwords and for the use of its accounts and will immediately notify Confluent of any unauthorized use at support@confluent.io.

2. CUSTOMER USE

- 2.1 Acceptable Use; Additional Restrictions on Use. Customer shall comply with (and shall ensure its Users comply with) Confluent’s Acceptable Use Policy. Customer shall not resell, sublicense, rent, lease or otherwise make the Cloud Service available to any third party, other than its Users. Customer shall not use the Cloud Service to threaten or violate the security or integrity of any network, computer, communications system, software application, or computing device. Customer shall not

make network connections to any third-party users, hosts, or networks unless Customer has permission to make such connections and may not use manual or electronic means to avoid any use limitations placed on the Cloud Service, such as access and storage restrictions. Confluent may but has no obligation to (a) investigate any violation of this provision or misuse of the Cloud Service, or (b) remove any Content, or disable access to any resource, that violates this section 2.1, however Confluent will use reasonable efforts in the circumstances to provide Customer with prior notice and an opportunity to remedy such violation or threat.

2.3 Content Restrictions and Responsibilities. Customer shall not transmit Content that is illegal, fraudulent, infringing, or in violation of any individual's or privacy rights. Customer is solely responsible for (a) the legality of Content; (b) ensuring compliance with all laws applicable to the collection and provision of Content; (c) its Users' compliance with this Agreement, Orders and Documentation; and (d) its configuration and use of the Cloud Service, including compliance with its obligations under the Security Addendum. To the extent that Customer is or becomes subject to user data access and deletion requests, Customer is solely responsible for configuring the retention period on Apache Kafka topics (i.e., category names to which messages are stored and published) that contain personal identifiable data in accordance with the requirements of any applicable data protection laws.

3. **PRIVACY AND SECURITY**. Each party shall comply with its obligations under the Data Processing Addendum, which is hereby incorporated by reference. Confluent will use appropriate administrative, physical, and technical safeguards designed to prevent unauthorized access to, use or disclosure of Content, as more fully described in the Security Addendum. Confluent will not access any Content except to the extent necessary to provide the Cloud Service or Support Services, to enforce the provisions of this Agreement, or for a Permitted Disclosure (as defined in section 6.1).

4. **ORDERS, FEES AND RELATED**

4.1 Orders Generally. All Orders are subject to the terms of this Agreement and are not binding until accepted by Confluent. Orders created by Customer through the Confluent Cloud website are deemed accepted when Confluent provides access to the service environment selected by Customer. Payment obligations are non-cancelable and fees paid are non-refundable, except as expressly set forth in this Agreement.

4.2 Fees and Payment. Customer agrees to pay Confluent all fees specified in an Order, including all fees incurred for its usage of the Cloud Service. Unless agreed otherwise in a written Order between the parties, Customer's use of the Cloud Service is subject to the fee schedule specified in the Confluent Cloud user interface, and usage fees will be calculated and billed monthly in arrears. All amounts payable to Confluent under this Agreement will be due within thirty (30) days from the date of invoice.

4.3 Taxes. Customer will pay all applicable customs, duties, sales, use, value added, withholding, or other taxes, federal, state or otherwise, however designated, which are levied or imposed because 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, Customer will pay Confluent such additional amounts as necessary to ensure receipt by Confluent of the full amount Confluent would have received but for the deduction.

- 4.4 Late Payments. Without limiting Confluent's rights or remedies, late payments may accrue interest at the rate of 1.5% of the outstanding balance per month (or the highest rate permitted by law, if less) from the payment due date until paid in full, and Confluent may condition future Orders on payment terms shorter than those specified in the "Fees and Payment" section above. Subject to section 4.5, if any charge is 30 days or more overdue, Confluent may, without limiting its other rights and remedies, serve written notice to Customer suspending Customer's access to the Cloud Service and/or Support Services until such amounts are paid in full.
- 4.5 Payment Disputes. Confluent will not exercise its rights under the "Late Payments" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 4.6 Marketplace Orders. For the avoidance of doubt, where Customer places an Order through a third-party Marketplace, Orders are subject to this Agreement and the applicable Marketplace Platform Provider's terms. Fees will be as specified in an Order and/or Confluent cloud user interface, as applicable, and will be payable to the Marketplace Platform Provider.
- 4.7 Indirect Orders. For the avoidance of doubt, where Customer purchases the Cloud Service through a Confluent-authorized reseller, Customer's payment obligations are owed to the reseller for such purchase and different or additional terms as agreed between Customer and Reseller may apply.

5. INTELLECTUAL PROPERTY OWNERSHIP

- 5.1 Confluent Materials. Confluent or its licensors retain all rights, title and interest, in and to all intellectual property rights in the Cloud Service, including all related and underlying technology and Documentation, any other materials provided by Confluent relating to the Cloud Service, and any derivative works, changes, corrections, bug fixes, enhancements, updates, modifications, or improvements of any of the foregoing ("Modifications") (collectively, "Confluent Materials"). Except for the express limited rights set forth under this Agreement, no right, title or interest in any Confluent Materials is granted to Customer. Customer acknowledges that the licenses granted in this Agreement do not include the right to prepare any Modifications of the Confluent Materials. Confluent reserves all rights not expressly granted in this Agreement.
- 5.2 Content. Except for the limited rights granted under this Agreement, as between Customer and Confluent, Customer retains all rights, title and interest, including all intellectual property rights, in Content.
- 5.3 Feedback. Customer has no obligation to provide Confluent any suggestions, enhancement requests, recommendations, or other feedback regarding Confluent's products and services ("Feedback"). However, Confluent may use and include any Feedback that Customer provides regarding Confluent's products and services without restriction or payment.

6. CONFIDENTIALITY

- 6.1 Confidentiality Obligations. 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 (a) is designated in writing as proprietary and/or confidential, if disclosed in writing, (b) if disclosed orally,

is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or (c) should reasonably be understood to be confidential by the recipient (“Confidential Information”). Notwithstanding any failure to so designate it, Confidential Information of Confluent includes the Cloud Service, the terms of this Agreement, and all Orders hereunder, and Content is Customer’s Confidential Information. Each party shall (x) maintain the confidentiality of the other party’s Confidential Information using the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information and at least a reasonable degree of care; (y) refrain from using the other party’s Confidential Information except for the purpose of performing its obligations under this Agreement; and (z) not disclose Confidential Information to any party except to its and its Affiliate’s employees, subcontractors, and agents as is reasonably required in connection with this Agreement, and who are subject to confidentiality obligations at least as protective as those set forth in this section. The foregoing obligations will not apply to Confidential Information of the other party which (i) is or becomes publicly known without breach of this Agreement; (ii) is 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; or (iii) is otherwise known to the receiving party without confidentiality restrictions and through no wrongful conduct of the receiving party. Receiving party may disclose Confidential Information to the extent required by law or court order if the receiving party provides prompt notice and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure (“Permitted Disclosure”); and provided that any information so disclosed retains its confidentiality protections for all other purposes.

- 6.2 Injunctive Relief. Any breach or threatened breach of this section 6 may cause irreparable harm to the disclosing party for which there is no adequate remedy at law. Therefore, the disclosing party will be entitled to seek injunctive relief without the necessity of proving actual damages or posting a bond, in addition to any other remedies available at law.

7. WARRANTIES AND DISCLAIMERS

- 7.1 Mutual Warranties. Each party represents and warrants to the other that it has full corporate right and authority to enter into and perform this Agreement.
- 7.2 Confluent Warranties. Confluent represents and warrants that (a) it shall perform Support Services in a professional manner, employing a standard of care, skill, and diligence consistent with industry standards, (b) the Cloud Service will perform in all material respects in accordance with the applicable Documentation and (c) Confluent will not materially decrease the overall security of the Cloud Service during the applicable Order term. Confluent’s entire obligation and Customer’s sole remedy for a breach of the foregoing warranties will be for Confluent to re-perform the Support Services in accordance with the requirements stated in the Support Services terms, or to correct any nonconformity in the Cloud Service, as applicable. The foregoing warranties will not apply unless Confluent is notified in writing of the applicable nonconformity within thirty (30) days of the date on which Customer first became aware of such applicable nonconformity.
- 7.3 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, CONFLUENT MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CLOUD SERVICE, SUPPORT SERVICES OR ANY OTHER CONFLUENT MATERIALS OR SERVICES PROVIDED HEREUNDER. UNLESS CONTRARY TO APPLICABLE LAW, CONFLUENT

SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CONFLUENT DOES NOT WARRANT THAT THE CLOUD SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

8. INDEMNIFICATION

8.1 **By Confluent.** Confluent will defend Customer from and against any claim, demand, or lawsuit brought against Customer by a third party alleging that the Cloud Service provided under an Order, as made available to Customer by Confluent and used pursuant to this Agreement, infringes such third party's intellectual property rights, and Confluent will pay such damages and/or costs as are finally awarded against Customer or agreed to in settlement attributable to any such action, provided that Customer gives Confluent (a) notification in writing of any such action within sixty (60) days of Customer's receipt thereof; (b) sole control of the defense or settlement of such action (provided any settlement releases Customer from all liability); and (c) all reasonable information and assistance, at Confluent's expense. If the Cloud Service becomes, or in the opinion of Confluent is likely to become, the subject of such an infringement claim, Confluent shall, at its option and expense, either: (i) procure for Customer the right to use the allegedly infringing element of the Cloud Service, at no charge to Customer; (ii) replace or modify, in whole or in part, the Cloud Service to make it non-infringing; or (iii) if neither (i) or (ii) are commercially available, terminate the applicable Order, and refund a pro rata portion of any fees pre-paid by Customer for the terminated Cloud Service. Confluent assumes no liability hereunder for any claim of infringement if such claim is based on: (a) Content, (b) the combination, operation or use of the Cloud Service, with non-Confluent programs or hardware, if the claim would not have arisen but for such combination, operation or use; (c) the open source versions of Apache Kafka or Apache Flink, or any other third party software, or (d) use of the Cloud Service other than in accordance with this Agreement and Documentation. 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.

8.2 **By Customer.** Customer will defend Confluent from and against any claim, demand, or lawsuit brought against Confluent by a third party arising out of or relating to any Content, including any claim involving (a) Content transmitted in violation of the acceptable use and Content restrictions of section 2, or (b) alleged infringement or misappropriation of third-party rights by the Content and Customer will pay such damages or costs as are finally awarded against Confluent attributable to any such action, provided that Confluent gives Customer (i) prompt notification in writing of any such action; (ii) sole control of the defense or settlement of such action (provided any settlement releases Confluent from all liability); and (iii) all reasonable information and assistance, at Customer's expense.

9. LIMITATION OF LIABILITY

9.1 NOTHING IN THIS AGREEMENT LIMITS EITHER PARTY'S (I) LIABILITY FOR PERSONAL INJURY, DEATH OR WILLFUL MISCONDUCT, (II) LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW, OR (III) OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION).

9.2 EXCEPT AS SET FORTH IN SECTION 9.1, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER

PARTY TOGETHER WITH ALL OF ITS AFFILIATES EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES TO CONFLUENT UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

- 9.3 NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR LOSS OF BUSINESS, PROFITS, GOODWILL, ANTICIPATED SAVINGS, OR DATA, OR FOR ANY CLAIM OR DEMAND BY ANY OTHER PARTY, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

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

10. TERM AND TERMINATION

- 10.1 Agreement Term. This Agreement commences on the Effective Date and will remain in effect until terminated as provided below.

- 10.2 Service Term. The Subscription Term for the Cloud Service shall be set out in the applicable Order. Customer may discontinue its use of the Cloud Service at any time for any reason by following the process in the Confluent website interface to “Delete” Customer’s purchased Cloud Service. Discontinuing use of the Cloud Service will not relieve Customer of any incurred fees and committed payment obligations through the end of all applicable Orders, nor entitle Customer to a refund of any pre-paid amounts.

- 10.3 Termination for Cause. Either party may terminate this Agreement or an Order upon written notice in the event the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after written notice of such breach. Either party may also terminate this Agreement immediately if the other party (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. If this Agreement or an Order is terminated by Customer in accordance with this section 10.3, Confluent will refund Customer any unused, prepaid fees for the remainder of the term of Order following the date of termination. In no event will termination relieve Customer of its obligation to pay any fees payable for the period prior to the date of termination.

- 10.4 Effect of Termination. Termination or expiry of an Order will not automatically result in termination of this Agreement. The provisions of this Agreement that by their nature extend beyond the termination of this Agreement including without limitation “Orders”, “Fees and Related”, “Intellectual property Ownership”, “Confidentiality”, “Indemnification”, “Limitation of Liability” and “Term and Termination” will survive termination. Upon termination of this Agreement, Customer will immediately cease use of and access to the Cloud Service and the Support Services. Customer is solely responsible for exporting Content from the Cloud Service prior to discontinuation or termination of its use of the Cloud Service.

11. TRIAL USAGE. “Trial Usage” is a short-term evaluation of the Cloud Service that is (i) provided free of charge or discounted due to Customer receiving from Confluent one or more coupon codes or credits towards such usage, or (ii) pursuant to an Order that is specifically labeled “Proof of Concept.” A Trial Usage period ends the earlier of (a) the date Customer enters into a commitment Order for the Cloud Service for a minimum one-year term, or (b) the date Customer has paid non-discounted rates for a period of at least three consecutive months after all coupons expire. For clarity, if more than one coupon code or credit is provided to Customer, Customer’s usage will be considered Trial Usage throughout any interim period between coupon codes or credits. The terms of this section 11 govern Trial Usage and control over any conflicting provision of this Agreement; provided however that Trial Usage will be subject to all applicable provisions of this Agreement that are not in conflict with the provisions of this section 11. Trial Usage shall be limited to internal testing and evaluation purposes on a development or non-production cluster. Unless specifically stated otherwise in an Order, Trial Usage is provided: (a) without support; (b) “AS IS”; and (c) without indemnification, warranty, or condition of any kind. No service level commitment will apply to Trial Usage. Customer must not transmit production data or data regulated by law or regulation into the Cloud Service during Trial Usage. Certain features or functionality of the Cloud Service may not be available in Trial Usage.

12. GENERAL

12.1 Assignment. Neither party may 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 the other party’s prior written consent, except to an Affiliate or 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. Any purported transfer, assignment or delegation without such prior written consent will be void. Subject to this section, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

12.2 Delays. In the event that either party is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, acts or intervention of governmental authority, or any other cause beyond the reasonable control of the party invoking this section, and if such party 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.

12.3 Governing Law. This Agreement is governed by the laws of the State of California without regard to its conflicts of laws principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of and venue in the federal and state courts within Santa Clara County, California. The parties consent to the personal and exclusive jurisdiction and venue of these courts. The parties disclaim and exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

12.4 Export Compliance. Confluent Materials are subject to export control laws and regulations. Customer may not access or use the Confluent Materials or any underlying information or technology except in full compliance with all applicable United States export control laws. Neither the Confluent

Materials nor any underlying information or technology may be accessed or used (a) by any individual or entity in any country to which the United States has embargoed goods; or (b) by 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.

12.5 Government End-Users. The Cloud Service and Confluent Materials are developed at private expense, and are licensed to the U.S. Government as "commercial items," "commercial computer software," "commercial computer documentation," and "technical data," as those terms are defined in 48 C.F.R. Ch 1 ("FAR") and 48 C.F.R. Ch. 2 ("DFARS"). Any use, modification or disclosure of the foregoing is subject solely to the terms of this Agreement and any other restrictions that generally apply to the Cloud Service and Confluent Materials.

12.6 Other. This Agreement, together with and inclusive of any referenced exhibits, addenda and any incorporated terms, represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to its subject matter, and is not intended to confer upon any third-party any rights or remedies. Customer acknowledges that it has not relied on any representations other than those contained in this Agreement. 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. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order shall prevail. The terms of this Agreement will supersede any additional or conflicting term in any other purchasing-related document issued by Customer and relating to an Order. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it will be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. Confluent may use and display Customer's name and logo on the Confluent website and in Confluent marketing and sales materials for the Cloud Service. Nothing in this Agreement will be construed as creating an agency, partnership, or joint venture relationship between the parties. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect. Confluent will provide any required notice to Customer under this Agreement by sending the notice by email to the email address that Customer provides to Confluent for its account. To provide notice to Confluent under this Agreement, Customer must send the notice, expressly referencing this Agreement and section with respect to which Customer is providing notice, by email to legal@confluent.io.

13. MARKETPLACE TERMS The following terms apply solely to Orders placed through the Marketplace.

13.1 Cloud Service Commencement Date. In certain scenarios, the commencement date of the Cloud Service may be up to several days later than the date of the Order.

13.2 Reporting Times. Reporting time on metered billing will be shifted by several hours to accommodate varying reporting requirements by the applicable Marketplace.

13.3 Renewals. Any Orders subject to discounts and Rate Cards will not automatically renew, regardless of whether Customer has checked a "renew" or auto-renewal box on the applicable Marketplace.

14. DEFINITIONS

- 14.1 “Acceptable Use Policy” means Confluent’s Acceptable Use Policy located at <https://www.confluent.io/contracts/>.
- 14.2 “Affiliate” means any entity that controls, is controlled by, or is under common control with a party, where “control” means direct or indirect ownership of more than 50% of the voting interests of the entity.
- 14.3 “Cloud Service” means the online, hosted and managed service for the processing of Content that Confluent makes available for Customer’s use, as described in the Documentation.
- 14.4 “Content” means all data and information submitted to the Cloud Service by Customer or on Customer’s behalf.
- 14.5 “Data Processing Addendum” means the agreement located at <https://confluent.io/cloud-customer-dpa> between Confluent and Customer.
- 14.6 “Documentation” means the published documentation describing the functionality of the Cloud Service, located at <https://docs.confluent.io/cloud/current/overview.html>.
- 14.7 “Marketplace” means the third-party platform through which Customer orders the Cloud Service or other services.
- 14.8 “Order” means (a) an ordering document for a Cloud Service, Support Services, and/or any professional and training services, agreed upon by the parties and referencing this Agreement, or (b) the Cloud Service(s) selected and activated by Customer via the Confluent Cloud website, including any selected Support Services.
- 14.9 “Platform Provider” means the Marketplace vendor with which Customer places the Order.
- 14.10 “Security Addendum” means the Confluent Cloud Security Addendum located at <https://confluent.io/cloud-enterprise-security-addendum>.
- 14.11 “Service Level Agreement” means the uptime service level agreement as set forth at <https://www.confluent.io/confluent-cloud-uptime-sla>.
- 14.12 “Support Services” means the applicable support services that Customer purchases for the Cloud Service, as more fully described at <https://www.confluent.io/confluent-cloud/support>.
- 14.13 “User” means any person that Customer allows access to or use of the Cloud Service, and may include Customer's employees, contractors, service providers, and other third parties that use the Cloud Service in connection with Customer’s own business operations.