

Last Updated: August 15, 2022

## PROFESSIONAL AND EDUCATION SERVICES SCHEDULE

This Professional and Education Services Schedule (“Services Schedule”) is subject to and supplements the applicable written agreement between Confluent and Customer, or, if there is no such applicable agreement, the Confluent Subscription Agreement located at <https://www.confluent.io/contracts> (“Agreement”) and applies to Customer’s purchase of Professional Services and Education Services pursuant to Orders. If there is a conflict or inconsistency between this Services Schedule or the Services Offering Description (collectively, “Services Terms”) and the Agreement with respect to any terms applicable to Professional Services or Education Services, the Services Terms will control. Capitalized terms used but not defined in this Services Schedule will have the meaning defined in the Agreement.

### 1. DEFINITIONS

- 1.1. “Course” means a specific training engagement, session or module.
- 1.2. “Course Materials” means proprietary education and training materials relating to the Courses developed by Confluent.
- 1.3. “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.
- 1.4. “Professional Services” means professional and advisory services provided by Confluent as specific engagements pursuant to an applicable Order.
- 1.5. “Services” means collectively Professional Services and Education Services.
- 1.6. “Services Materials” means any and all materials provided to Customer in the course of the Professional Services.
- 1.7. “Services Offering Description” means the terms further describing the Education Services and Professional Services located at <https://www.confluent.io/contracts>.

**2. PROFESSIONAL AND EDUCATION SERVICES.** Subject to Customer’s payment of the applicable fees, Confluent shall provide to Customer the Professional Services or Education Services, as applicable, as set forth in an Order. Professional Services are provided for knowledge transfer purposes only, except as otherwise expressly set forth on an Order; therefore: (a) the provision of any specific deliverables is not a condition of payment under the Order; and (b) any Services Materials provided will not be subject to acceptance testing or other acceptance process.

**3. CUSTOMER OBLIGATIONS.** Customer will reasonably and in good faith cooperate with Confluent in connection with Confluent’s delivery of Services. Such cooperation shall include but not be limited to:

- (a) Providing reasonable resources and assistance in a timely manner to enable to Confluent to provide the Services;
- (b) Responding timely to Confluent’s communications with respect to the Services;

- (c) Upon or before commencement of the Professional Services, providing any applicable documentation of requirements, designs, and constraints that may be required by Confluent to undertake the Professional Services;
- (d) Providing Confluent with access to all offices and systems reasonably required by Confluent to perform the Professional Services;
- (e) Assigning an individual for each Order who will be the primary point of contact for Confluent regarding the Services under the applicable Order; and
- (f) Managing all schedules and dependencies for Customer stakeholders and teams, except as otherwise set forth in an Order.

**4. BACKGROUND CHECKS.** Confluent conducts a background check through a third party on all Confluent employees providing Professional Services and Education Services. Such background checks include, at minimum, criminal convictions check, global sanctions check, education verification, and identity check, all to the extent permitted by applicable law. Confluent will not knowingly assign an employee to provide Professional Services or Education Services to Customer if such employee has been convicted of or was placed in a pre-trial diversion program for any crime involving violence, dishonesty, or breach of trust.

## **5. LOCATION OF SERVICES AND ONSITE ACCESS**

5.1. Location of Services. All Services shall be provided remotely, except as set forth in an Order.

5.2. On-Site Security Policies. If Confluent provides Professional Services at Customer's premises, Confluent agrees to comply with Customer's reasonable written on-site security policies, provided that Customer provides such on-site security policies to Confluent prior to the provision of Professional Services. If Confluent has a good faith objection to customer's on-site security policies, the parties shall work together in good faith to resolve the objection. For clarity, Customer's on-site security policies shall not be deemed to modify the terms of the Agreement.

**6. PERSONNEL ACCESS DOCUMENTS.** In the event Customer requires any individual Confluent personnel to sign any acknowledgements or agreements as a condition of accessing Customer's systems or facilities for performance of the Services ("Personnel Documents"), Customer agrees: (i) that personnel who will be required to sign Personnel Documents will sign on behalf of Confluent; (ii) that any terms in Personnel Documents in conflict with or in addition to the terms of the Agreement will have no effect; and (iii) for any claims of breach of the terms in the Personnel Documents, Customer will bring such claims against Confluent and not the individual signatory.

## **7. FEES AND EXPENSES**

7.1. Fees. The fees for Professional Services and Education Services will be due and payable as set forth in the Agreement and the applicable Order. If there are any un-invoiced fees as of the one (1) year anniversary of the effective date of the applicable Order, such fees will be invoiced and payable in full immediately. Professional Services and Education Services are non-cancellable and non-refundable. Fees are non-cancelable and, except as expressly stated otherwise in the Agreement, fees paid are non-refundable.

7.2. Travel and Expenses. Unless otherwise specified in an Order, Confluent will not charge Customer for Confluent's travel and expenses incurred in connection with an Order. If travel is mutually agreed to, a flat daily expense inclusive of any travel and expenses will be specified in an Order. In the event the parties

agree that travel and expenses are reimbursable under an Order, the parties will mutually agree on any travel policy and any required documentation for reimbursement.

- 8. CHANGE ORDERS.** Any changes to the applicable Order will require a written change order (“Change Order”) executed by the parties prior to such change taking effect. A Change Order may result in additional fees or modified terms.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. Services Materials and 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 Services Materials and Course Materials, and any changes and other modifications thereto. Subject to the payment of the applicable 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 or Course Materials (as applicable) solely in connection with Customer’s use of Confluent Platform, Confluent Software, or Cloud Service for Customer’s own business operations. Confluent reserves all rights not expressly granted herein. No rights are granted by implication. 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 and Course Materials shall be Confluent’s Confidential Information.
- 9.2. Additional Restrictions for Course Materials. 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. 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.

## **10. WARRANTIES**

- 10.1. Warranty. Confluent represents and warrants that it shall perform the Services in a professional manner consistent with industry standards. Customer must provide Confluent written notification of any alleged breach of such warranty within thirty (30) days following the performance of the applicable Services. Confluent's entire obligation and Customer’s sole remedy for a breach of such warranty under this section will be for Confluent to re-perform the non-conforming Services.
- 10.2. Disclaimer. EXCEPT FOR THE WARRANTIES STATED IN THIS SECTION, CONFLUENT MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO PROFESSIONAL SERVICES, EDUCATION SERVICES, COURSE MATERIALS, SERVICES MATERIALS, OR ANY OTHER MATERIALS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING, ANY PROFESSIONAL SERVICES OR EDUCATION SERVICES PROVIDED AT NO CHARGE ARE PROVIDED “AS-IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND.