



CONFLUENT CLOUD SUPPORT SERVICES POLICY

Updated November 16, 2023

This document describes Confluent's support policies for customers of the Confluent Cloud Service who have purchased a support services plan in connection with their use of the Cloud Service. It provides a description of the available technical support levels and describes Confluent's terms and conditions for support. Capitalized terms not defined herein have the meaning set forth in the agreement that applies to Customer's use of the Cloud Service.

1. Support Services.

1.1 Confluent offers 3 levels of Support Services plans for Confluent Cloud: Developer, Business, and Premier. This Support Services Policy applies to all levels of Support Services, except to the extent that variations are specifically described herein.

1.2 Customer Support Channels: Confluent shall provide the Support Services through its online support portal ("Support Portal"). Following submission of a Support Request, Confluent will communicate with Customer using email, the Support Portal, or video conferencing. Any necessary telephone support discussions will be scheduled in advance at a time mutually agreed by the parties and for durations and at a frequency that is commercially reasonable for Confluent. Support Services will be provided in English.

1.3 Hours of Operation: Customer may access the Support Portal and submit Support Requests twenty- four (24) hours a day, seven (7) days per week.

1.4 Support Request Prioritization & Confluent Actions: Support Requests will be categorized by priority level in accordance with the following definitions and Confluent will take the following actions:

Support Request Priority Definitions & Confluent Actions

Priority Level	Definition	Confluent Actions
P1	Priority One means that, due to an Issue, the Cloud Service used by Customer in production is severely impacted or completely shut down.	Confluent will: (i) assign specialists to work continuously to correct the Issue; (ii) provide ongoing communication on the status of the Update or Issue resolution; and (iii) simultaneously begin work to provide a temporary workaround or fix.

P2	Priority Two means (i) due to an Issue, the Cloud Service is functioning with limited capabilities, or the Cloud Service is unstable with periodic interruptions, or (ii) there is an Issue in an application in development that is in final testing, facing a critical time frame of going into production use.	Confluent will: (i) assign specialists to correct the Issue; (ii) provide ongoing communication on the status of the Update or Issue resolution; and (iii) simultaneously begin work to provide a temporary Workaround or Fix.
P3	Priority Three means there (i) are Issues with workaround solutions in fully operational Cloud Services, (ii) there are Issues in non-critical functions, or (iii) there is a time sensitive Issue affecting performance or deliverables.	Confluent will use resources during local Business Hours until the Issue is resolved or a Workaround is in place.
P4	Priority Four means there (i) is a need to clarify procedures or information in documentation, (ii) there is a request for a product enhancement or new feature, (iii) cosmetic or non-functional Issues; or (iv) issues in Documentation.	Confluent will triage the request, provide clarification when possible, and may include a resolution in a future Update.

During the submission process, Customer may assign a priority level to a Support Request. Confluent will review Customer's priority designation and respond in accordance with the applicable Target Initial Response Time. However, Confluent may re-assign the priority level if it believes Customer's designation to be incorrect based on the definitions specified in this Support Policy. Confluent will notify Customer of such a change in its response to the Support Request.

1.5 Responses. A "Response" is an initial reply to the Support Request. The "Target First Response Times" shall be measured by the elapsed time between Confluent's receipt of a Support Request and the time when Confluent begins to address it, by responding and initiating communication with Customer about the Support Request. The actual time required to fully resolve an Issue or Support Request, if such full resolution occurs, may be longer than the Target First Response Time. Customer understands and agrees that resolution of an Issue or Request is not guaranteed and may not occur.

Target First Response Times			
Priority Level	Support Level		
	Developer	Business	Premier
P1	Within 8 Business Hours	Within 60 minutes	Within 30 minutes
P2	Within 8 Business Hours	Within 4 hours	Within 2 hours
P3	Within 8 Business Hours	Within 8 Business Hours	Within 8 Business Hours
P4	Within 2 Business Days	Within 2 Business Days	Within 2 Business Days

1.6 Customer Responsibilities: Confluent's obligation to provide Support Services is conditioned upon Customer satisfying the following responsibilities with respect to each Issue:

- A) Customer making reasonable efforts to resolve the Issue before reporting the Issue to Confluent, including having the Issue reviewed by the representative of the Customer that submits the Support Request;
- B) Customer providing Confluent with sufficient information, including any reproducible test cases requested by Confluent;
- C) (For P1 and P2 Requests only) Customer designating personnel resources to provide necessary diagnostic information until a fix or workaround is made available.

2.0. Exclusions. Notwithstanding anything to the contrary in this Support Services policy or the Agreement, Confluent is not obligated to continue work on a Support Request when Confluent determines that:

- a. The reported issue has been caused by Customer's negligence, hardware malfunction, network latency or causes beyond the reasonable control of Confluent;
- b. The reported issue has been caused by third party software not managed by Confluent as part of the Cloud Service, unless the Documentation requires the software for proper use of the Cloud Service;
- c. The reported issue has been caused by Customer's use of the Cloud Service other than in accordance with the configuration and operation guidelines described in the Documentation (e.g., failure to use Confluent-supported Kafka clients with acceptable configuration values).
- d. Customer has not paid the Cloud Service fees when due.

3.0 Customer Success Technical Architect - Premier Support. If you purchase Premier Support, then during the period for which you purchase such support, Confluent shall provide a customer success technical architect resource ("CSTA") to your account. A Confluent CSTA combines Kafka and Confluent product expertise with deep awareness of your business needs to proactively guide your technical roadmap and facilitate other services across Confluent, including product, Support Services, and professional services. Please note that a CSTA's responsibilities do not encompass the more detailed implementation guidance provided through Confluent Professional Services.

The following are representative responsibilities of the CSTA:

- Driving efficient application of purchased Confluent services - e.g. training, professional services and support
- Quarterly technical reviews
- Bi-weekly, remote office hours to discuss topics related to:
 - Project management
 - Development of Confluent Platform-related components
 - Architecture and configuration choices
 - Best practices for Confluent Enterprise monitoring, automation and integrations
 - Upgrade and migration planning
- Keeping your team informed and up to speed on product releases and recommending the best solutions for your needs
- Performing and delivering detailed postmortem reports following production incidents
- Serving as your voice within Confluent, including lobbying for your roadmap priorities



If you purchase both Premier Support for Confluent Cloud and Platinum-level Support Services for Confluent Platform, Confluent will provide a CSTA resource to perform the responsibilities described above, and the meeting frequency described above will be inclusive of both Cloud and Confluent Platform (i.e., the meetings will be consolidated, not duplicated).

4.0 Definitions.

- “Business Day” means Monday through Friday in Customer’s local time zone.
- “Business Hours” means 9:00 a.m. to 5:00 p.m. on Business Days.
- “Customer Representative” means the individual employee of Customer that submits a Support Request via phone, email or through the Support Portal.
- “Documentation” means the published documentation describing the functionality of the Cloud Service, located at <https://docs.confluent.io/current/cloud/index.html#cloud-home>.
- “Issue” means a failure of the Cloud Service to conform to the specifications set forth in the Documentation.
- “Support Request” means a support request or Issue submitted by Customer as described in this Support Services Policy.
- “Support Services” means the support services purchased by Customer and described in this Support Services Policy.

5.0 Support Level Election. Support Services for Confluent Cloud are elected and purchased on a self-service basis in the Cloud Service user interface. If Customer elects Premier-level Support Services, then (a) such Support Services must be maintained at the Premier level for the entire term of the applicable Order, and (b) following such Order term, such Premier-level Support Services will end, unless Customer enters into a new commitment Order. If Customer elects Business-level Support Services and also has an Order for Confluent Platform then the Confluent Cloud Support Services must be maintained at the Business level for the entire term of the applicable Order.

6.0 Changes to Support Services Policy. This Support Services Policy may be updated from time to time at Confluent’s sole discretion, provided that any such updates will not materially reduce the level of Support Services during the period for which Customer has purchased Support Services.