

## CONFLUENT DATA ACT ADDENDUM

This Data Act Addendum (the “**Addendum**”) supplements the applicable agreement covering the Cloud Services between Confluent and the Customer (the “**Agreement**”) and forms part of such Agreement.

The Addendum is incorporated into the Agreement by reference and applies where the Relevant Services fall within the scope of the Data Act.

Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum will have the meanings given to them in Section 9 of this Addendum or as otherwise set forth in the Agreement.

### 1. SCOPE

1.1 This Addendum sets out the terms and conditions under which Customer registered in a member state of the EU/EEA can exercise its Switching rights under the Data Act for the Relevant Services.

### 2. DATA PORTABILITY

2.1 Confluent shall make available, and the Customer may extract Exportable Data at any time during the applicable Order Term or agreed Transitional Period upon giving the Switching Notice through features in the service in a format agreed between the Parties and in accordance with the Documentation.

### 3. SWITCHING

3.1 Customer shall give Confluent at least two (2) months’ notice (“**Switching Notice**”) prior to initiating (a) switching to a different service provider of data processing services as defined in the Data Act, (b) porting Content to an on-premises ICT infrastructure, and/or (c) request Confluent to erase Content upon service termination in line with Confluent’s data deletion processes in accordance with the Documentation (the “**Switching Data**”).

3.2 The Switching Notice shall specify (a) Confluent’s services subject to the Switching request, (b) type of Switching in accordance with Section 3.1(a)-(c), (c) Customer’s desired time period for Switching, and (d) assistance sought by the Customer from Confluent (if any).

3.3 Customer shall undertake all reasonable measures to achieve effective Switching, and to be responsible for the identification, extraction, import, export and implementation of Switching Data in Customer’s own systems or in the systems of their new data processing service provider or on-premises software as applicable.

3.4 Customer’s Switching Notice shall be submitted through the Customer Support Portal and will be deemed received by Confluent on the date all information set out in Section 3.2 is provided by the Customer.

### 4. TRANSITIONAL ASSISTANCE

4.1 Subject to Customer’s compliance with the terms of this Addendum:

4.1.1 Confluent shall provide reasonable assistance (“**Transitional Assistance**”) to Customer and third parties authorized by the Customer once the Switching process commences.

4.1.2 Confluent shall use reasonable efforts to facilitate the Switching process within 30 days of the end of the Switching Notice (“**Transitional Period**”) in line with the Support Services and the Documentation, and the Customer undertakes to commence and complete Switching within this Transitional Period. If Confluent believes the Switching process is likely to be delayed due to technical or other issues, Confluent shall (a) notify Customer via the Support Services ticket about such delay or issues within 14 working days from receipt of the Customer’s Switching Notice, and (b) indicate a new Transitional Period which shall not exceed three (3) months following the end of the Switching Notice.

4.1.3 Customer may request an extension to the Transitional Period during the Switching Notice period or Transitional Period.

4.1.4 Subject to the terms of the Agreement and this Addendum, Confluent shall maintain business continuity in accordance with the Agreement, and continue the provision of the Relevant Services under the Agreement, support Customer’s exit strategy during the Transitional Period through the continuous access to the Relevant Services (including Support Services) and provide relevant information reasonably necessary for Customer to plan and conduct Switching.

## 5. EXPORTABLE DATA

5.1 Confluent’s use or disclosure of the Exportable Data is described in the Agreement. For avoidance of doubt, Exportable Data excludes any intellectual property or trade secrets of Confluent or third parties.

## 6. INTERNATIONAL ACCESS AND TRANSFER

6.1 Confluent’s use or disclosure of Exportable Data is described in the Agreement, and the Infrastructure Providers for Confluent’s services can be found in Confluent Subprocessor documentation. Confluent implements technical measures, contractual measures and operational controls to prevent unlawful access to or transfer of Content in accordance with the terms of the Agreement. Additional information can be found in Confluent’s Guidelines For Law Enforcement at <https://www.confluent.io/legal/law-enforcement-guidelines/>.

## 7. TERMINATION

7.1 The Relevant Services shall be deemed terminated upon the completion of the Switching process, which concludes on the earlier of (a) Confluent’s receipt of Customer’s confirmation of successful Switching and deletion of Content, or (b) the end of the Transitional Period and Customer deletion of Content. For the avoidance of doubt, terminations under this Section 7.1 shall not relieve the Customer of its obligations to pay all fees due to Confluent under the Agreement and the applicable Order terms.

## 8. EFFECT OF TERMINATION

8.1 In addition to any other of the Agreement’s terms that survive termination or expiration of the Agreement or Order, the following provision of this Addendum extends beyond such termination without limitation: Section 7 “TERMINATION”.

## 9. DEFINITIONS

For purposes of this Addendum, the following definitions apply:

9.1 “Data Act” means EU Regulation 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data.

- 9.2 “Exportable Data” shall have the meaning as defined in Article 2(38) of the Data Act.
- 9.3 “Order Term” means the initial term of the committed Order period.
- 9.4 “Relevant Services” means Data Processing Services (as defined under the Data Act) that the Customer elects to switch from and in relation to which serves the Switching Notice.
- 9.5 “Switching” means ceasing the use of one or more of Confluent’s services by moving all Switching Data of those services to either (i) another service provider, or (ii) to an on-premises Infrastructure.
- 9.6 “Switching Data” shall have the meaning defined in Section 3.1.
- 9.7 “Switching Notice” shall have the meaning defined in Section 3.1.
- 9.8 “Transitional Period” shall have the meaning as defined in Section 4.1.2.