Service Level Agreement

Last updated: *April 16, 2024*

This service level agreement ("**SLA**") describes the uptime commitments Kong provides to its customers who purchase a subscription to applicable Cloud Services ("**Products**"). All capitalized terms used but not defined in this SLA have the meaning given them in the agreement that references this Policy ("**Agreement**") between Kong and the applicable customer ("**Customer**"), unless otherwise defined in this SLA. This SLA applies during the applicable subscription term for the Products ("**Subscription Term**") and is subject to the terms of the Agreement and the ordering document under which the Customer purchases the Products ("**Order Form**").

If Kong does not achieve and maintain the Monthly Uptime Percentages set forth in the applicable tables below, then the Customer may be eligible for a Service Credit.

KONG KONNECT

Kong Konnect is Kong's hosted SaaS API management platform. The Customer may use Kong Konnect as (i) a control plane for Kong software instances self-managed by the Customer in the Customer Network Environment, also referred to as Kong Konnect Hybrid, or (ii) a control plane for single tenant Kong Gateway Enterprise instances managed by Kong if the Customer purchases Kong Konnect Dedicated Cloud Gateways.

The following table applies to the Kong Konnect control plane application.

Monthly Uptime Percentage	Service Credit
Under 99.9% but greater than or equal to 99.0%	5%
Under 99.0% but greater than or equal to 95.0%	10%
Under 95.0%	25%

Definitions

As used in the above table, "month" refers to a calendar month.

"**Applicable Monthly Service Fees**" means the fees paid or pro rata fees prepaid by Customer for the applicable Cloud Service in respect of the month in which Downtime occurred.

"**Downtime**" is calculated on the availability of Kong Konnect and is the total number of minutes during the month that Kong Konnect was unavailable. A minute is considered unavailable if all Customer's continuous attempts to establish a connection to the control plane within the minute fail. Downtime does not include partial minutes of unavailability or Scheduled Downtime.

"**Monthly Uptime Percentage**" is calculated on Kong Konnect on a monthly basis and is calculated as:

$$\frac{(total\ minutes\ in\ month - Downtime)}{total\ minutes\ in\ month} \times 100$$

"**Scheduled Downtime**" means downtime for upgrades or maintenance in respect of which Kong has provided Customer at least 24 hours advance notice.

"**Service Credit**" is the percentage of the Applicable Monthly Service Fees to be credited to Customer if Kong approves the claim, as set forth in the table above.

KONG KONNECT DEDICATED CLOUD GATEWAYS

Kong Konnect Dedicated Cloud Gateways is Kong's fully-hosted SaaS API lifecycle management product.

Monthly Uptime Percentage	Service Credit
Under 99.5% but greater than or equal to 99.0%	5%
Under 99.0% but greater than or equal to 95.0%	25%
Under 95.0%	50%

Definitions

As used in the above table, "month" refers to a calendar month.

"**Applicable Monthly Service Fees**" means the fees paid or pro rata fees prepaid by Customer for the applicable Cloud Service in respect of the month in which Downtime occurred. "Applicable Monthly Services Fees" do not include amounts paid by Customer for Cloud Gateway Bandwidth.

"**Downtime**" is calculated on a monthly basis and is the total number of minutes during the month that the entire Dedicated Cloud Gateway service was unavailable to the Customer's network traffic routed to the service. Downtime does not include partial minutes of unavailability or Scheduled Downtime for maintenance and upgrades.

"**Monthly Uptime Percentage**" is calculated on a monthly basis and is calculated as:

$$\frac{(total\ minutes\ in\ month - Downtime)}{total\ minutes\ in\ month} \times 100$$

"**Scheduled Downtime**" means downtime for upgrades or maintenance in respect of which Kong has provided Customer at least 24 hours advance notice.

"**Service Credit**" is the percentage of the Applicable Monthly Service Fees to be credited to the Customer if Kong approves the claim, as set forth in the table above.

Customer Obligations

To be eligible for a Service Credit:

1. Customer must log a support ticket with Kong within 24 hours of first becoming aware of an event that impacts service availability.
2. Customer must submit its claim and all required information by the end of the month immediately following the month in which the Downtime occurred.
3. Customer must include all information necessary for Kong to validate Customer's claim, including: (i) a detailed description of the events resulting in Downtime, including request logs that document the errors and corroborate the claimed outage (with any confidential or sensitive information in the logs removed or replaced with asterisks); (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Customer's attempts to resolve the Downtime at the time of occurrence.
4. Customer must reasonably assist Kong in investigating the cause of the Downtime and processing Customer's claim.
5. Customer must comply with Customer's Agreement, applicable Cloud Services documentation and any advice from Kong's support team.

Service Credits

Kong will process claims within **45** days of receipt. If Kong determines that Customer has satisfied the customer obligations above and that none of the below limitations apply to Customer's claim, Kong will grant Customer a Service Credit.

If there is an incident resulting in Downtime for both the Kong Konnect control plane application and Dedicated Cloud Gateways, the Customer may claim Service Credits in respect of one but not both.

Kong will apply any Service Credit to a future invoice or payment for the applicable Cloud Services cluster that experienced the Downtime. Service Credits will not be applied to fees for any other Cloud Services. Service Credits may not be exchanged for, or converted to, monetary amounts.

Service Credits are Customer's sole and exclusive remedy under this SLA and the Agreement under or related to the availability failure.

Limitations

Downtime does not include, and Customer will not be eligible for a Service Credit for, any performance or availability issue that results from:

1. Factors outside of Kong's reasonable control, such as natural disaster, war, acts of terrorism, riots, government action, or a network or device failure at Customer's site or between Customer's site and the Cloud Services.
2. Services, hardware, or software provided by a third party, such as cloud platform services on which the Cloud Services runs.
3. Customer's or any third party's (a) improper use, scaling or configuration of the Cloud Services, or (b) failure to follow appropriate security practices.
4. Kong's beta or preview offerings.
5. The Customer not deploying at least two Cloud Gateway Nodes in each of at least two Cloud Gateway Networks.

   Kong may make changes to this SLA with 30 days' notice to Customer (via the support portal or otherwise), provided such change is in connection with a standard change made to its then-current standard support and maintenance terms and there is no material degradation of the SLA.