

SUPPORT AND MAINTENANCE POLICY

This Support and Maintenance Policy describes Kong's Support and Maintenance Services which will be provided to customers of Kong purchasing a subscription license to one of Kong's "enterprise edition" software solutions (i.e. support is not available to the free open source "community" edition). All capitalized terms used herein shall have the meaning set forth in the Agreement, unless otherwise defined herein.

During the relevant License Term and subject to the terms of the Agreement entered into between the parties and any limitations stated herein, Kong will provide the following Support and Maintenance Services to Customer:

(1) **MAINTENANCE.** Kong will provide Customer, free of charge, with access to all error corrections, bug fixes, software updates and software upgrades to the Software that are released during the relevant subscription term and made generally available to other Kong enterprise customers purchasing a license to the relevant Software ("**Upgrades**").

(2) **WEB, EMAIL, AND TELEPHONE SUPPORT.** Kong agrees to provide Customer with access to Kong's customer support personnel via three separate channels. Customers may contact Kong support through any of the following channels:

(i) Self Service Support Portal (Preferred method)

- Kong's web-based support ticket system allows customers to submit cases online, update existing tickets and track case status 24 x 7 x 365.
- The self-service support portal provides access to Kong's extensive knowledge base, to be used on a self-service basis.
- Currently the support portal is available at <https://support.Konghq.com>. Any updated URL will be identified to Customer.

(ii) Email

- Kong's technical support staff may be contacted via Support@Konghq.com Monday–Friday during normal business hours (7a.m. – 7p.m. PST), except standard Kong holidays. (Updates to email address may be made available via the support portal from time to time).
- Cases and questions can be submitted by email however response time SLA's do not apply until a support ticket is created.

(iii) Phone

- Kong has a US toll-free number that can be used to contact Kong's technical support staff Monday–Friday during normal business hours (7a.m.–7p.m. PST), except standard Kong holidays.
- Current phone number: **1-888-274-0695** (updates to the phone number may be made available via the support portal from time to time).
- Cases and questions can be submitted by phone however response time SLA's do not apply until a support ticket is created.

(3) **LOGGING A SUPPORT CASE; SUPPORT TICKETS.** Customer may log, document and report any suspected errors or malfunctions of the Software to Kong via Kong's self-service support portal using Kong's case tracking system, or by email or by phone. Kong will acknowledge the report with a support ticket ("**Support Ticket**") and make commercially reasonable efforts to assign appropriate resources to resolve the problem. Response times are as specified in the response expectation table below. Kong will provide Customer with a Support Ticket identifier that Customer may use to track the status of any Confirmed Error (defined herein) in the Software. A "**Confirmed Error**" is defined as any failure of the Software to meet Kong's specifications for the Software outlined in the relevant Documentation. Customer shall work with Kong and provide a reasonable description of the problem or error to Kong's support team so that Kong may classify the error accordingly. Failure of Customer to respond to Kong's requests for a period of five (5) business days may result in Kong closing the Support Ticket. Customer may at any time add a new trouble ticket.

(4) **CUSTOMER OBLIGATIONS; DESIGNATED SUPPORT CONTACTS.** When logging a support case, Customer shall provide all reasonably requested information available to it to help Kong identify and resolve the issue, and Customer shall reasonably cooperate with Kong's technical support staff to provide the assistance needed to identify, classify and resolve the support issue. Customer shall appoint up to three (3) individuals (or such other number identified in the relevant Order) who are knowledgeable in the operation of the Software to

serve as the designated Customer contacts with Kong for support calls (“**Designated Support Contacts**”). All support requests made by Customer shall be initiated and communicated through the Designated Support Contracts. Customer may change its Designated Support Contacts at any time upon written notification to Kong. Customer may not share login passwords or other benefits of Kong’s Support and Maintenance Services with any other persons, nor use Upgrades furnished to Customer hereunder for any other product or on behalf of any third party.

(5) **CLASSIFICATIONS OF ERRORS; SERVICE LEVELS.** Kong offers “Business” and “Platinum” support levels. Customer is entitled to receive the support level identified in the relevant Order. Kong’s technical support offering includes the following service levels and response times which are dependent on the classification of the severity of the issues raised and the level of support that Customer is entitled to. Classification will be determined by Kong based on various factors, including input obtained from the Customer.

Severity Level	Problem Severity	Description (Confirmed Error in production system)	Response Time and Coverage based on Support Level and Severity	
			Platinum 24x7x365	Business M-F 7am-7pm PST
1	Critical	<ul style="list-style-type: none"> • Critical impact. • A major product failure or degradation of performance to production systems. • Product is down or experiences a major malfunction resulting in product being inoperable or slowed to such a degree that requests do not go through. • Customer is unable to access any business resources. 	2 hours	8 hours
2	Serious	<ul style="list-style-type: none"> • Serious impact. • Significant loss of functionality on a production system or a total system outage on a development/staging system. • A workaround exists. • Notable impacts to business. • Customer is able to access almost all business resources. 	8 hours	24 hours
3	Normal	<ul style="list-style-type: none"> • Minor impact. • Partial loss of functionality in a production or development system – a workaround may or may not exist. • Questions involving configuration, implementation and testing. 	12 hours	48 hours
4	Low	<ul style="list-style-type: none"> • Low impact. • Product feature requests, general questions. 	24 hours	96 hours

(6) **LIMITATIONS.** Notwithstanding any of the forgoing, the following limitations apply: Kong is only responsible to provide Customer Designated Support Contacts with the Support and Maintenance Services described herein. The service levels described above apply only to Confirmed Errors found in production uses of the Software. Kong shall only be responsible for a Confirmed Error in the Software, excluding errors found in Third Party Open Source that has not been modified by Kong which may be delivered together with or as part of

the Software. If defects in Third Party Open Source is limiting the operation of the Software, then Kong's technical support staff will use commercially reasonable efforts to attempt to help Customer identify the defective Third Party Open Source so that Customer may seek a defect correction from the relevant third-party licensor. Kong shall not be responsible for any errors in Software that cannot be reproduced by Kong on unmodified versions of Software, or for software, firmware, hardware not supplied by Kong, or for information or memory data contained in or stored on third party products or services. Services described herein do not include any support of any failure or defect in the Software due to Customer (or its personnel or User(s)) or any damage caused by Customer (including Customer's Users) from unauthorized use or misuse of Software or if Software is used on any unsupported platform or hardware or has been altered or modified. Service or repair of the Software by anyone other than Kong (or an authorized representative of Kong) will void Kong's obligations stated in this Support and Maintenance Policy. Kong's support obligations stated herein shall apply only to the most current release of the Software and the prior releases for up to one year from the release of the latest release. Support does not include on-site support, consulting (re-designing, re-programming or reconfiguring the Customer's network) and system design, program coding, project management, facility management or support for incompatible products or third-party suppliers' products.

(7) CHANGES: Kong may make changes to this policy with thirty (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 support offering.