This Kong Support and Maintenance Policy ("Policy") describes the support and maintenance services Kong provides to its customers who purchase a license to a Kong on-premises enterprise software offering. This Policy does not apply to Kong’s open source community edition software or its cloud services. All capitalized terms used but not defined in this Policy have the meaning given them in the software license agreement that references this Policy (“Agreement”) between Kong and the applicable customer (“Customer”), unless otherwise defined in this Policy. This Policy applies during the applicable License Term for the Software and is subject to the terms of the Agreement and the Order under which the Customer licenses the Kong Software.

(1) **SUPPORT.** During the License Term Kong will provide Customer the support set out in this Policy based on the Software license and support level purchased by Customer under the applicable Order and the table below.

(2) **MAINTENANCE.** During the License Term Kong will provide Customer, free of charge, with access to all error corrections, bug fixes, software updates and software upgrades to the Software that Kong makes generally available to other Kong enterprise customers who have purchased a license to the same Software purchased by Customer (“Upgrades”). Upgrades do not include software applications or modules commercially released by Kong that Kong offers for a separate fee under a different SKU or part number.

(3) **CUSTOMER CONTACTS.** Customer may appoint up to 3 individuals (1 individual in the case of Pro Support) who are knowledgeable in the operation of the Software as Customer’s designated technical contacts with Kong for support cases (“Customer Contacts”). All support requests made by Customer must be initiated and communicated through the Customer Contacts. Customer may not share login passwords with any third party. Customer may change its Customer Contacts at any time upon written notice to Kong.

(4) **CONTACTING KONG SUPPORT.** Customer Contacts may access Kong’s customer support through the Kong self-service support portal at https://support.konghq.com (or such successor portal as may be designated by Kong). On the portal Customer Contacts may access Kong’s extensive knowledge base, submit support cases online, update existing support tickets, and track case status 24 x 7 x 365. Customer Contacts may also submit cases and questions by email to Kong’s technical support staff at support@konghq.com (or such other email address Kong may provide via the support portal from time to time).

(5) **SUBMISSION OF SUPPORT CASES.** Customer Contacts may log, document and report any suspected Errors of the Software to Kong via Kong’s self-service support portal using Kong’s case tracking system or by email. “Error” means any failure of the Software to perform in material conformance with the Documentation for the Software. Before submitting a support case, Customer Contacts should use reasonable diligence to ensure a perceived Error is not an issue with Customer equipment, software or configuration. Customer Contacts must provide information sufficiently detailed to allow Kong’s support team to classify the suspected Error and attempt to duplicate it. On completed submission of a case, the Customer will be issued a support ticket to track the status of the support request. Response time SLA’s do not apply until a support ticket is created. Kong will make commercially reasonable efforts to assign appropriate resources to resolve the Error. Customer will reasonably cooperate with Kong’s technical support staff to provide the assistance needed to identify and resolve the issue. Failure of Customer to respond to Kong’s requests for a period of 5 business days may result in Kong closing the support ticket. Customer may at any time add a new support ticket.
(6) **SUPPORT LEVELS.** Kong’s technical support offering includes the service levels and response times in the table below based on the classification of the severity of the issue and the level of support to which the Customer is entitled based on the support level purchased by it. Severity level classification will be determined by Kong based on various factors, including input from the Customer.

<table>
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<tr>
<th>Severity Level</th>
<th>Error Description</th>
<th>Response Time and Support Coverage</th>
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| **Severity Level 1** (Urgent Severity) | Kong Software is inoperable or down in Customer’s production system/environment or slowed to such a degree that requests do not go through, having a critical impact on Customer’s business. | Pro Support: 4 Business Hours*  
Business Support: 2 Business Hours*  
Platinum Support: 2 hours (24x7x365) |
| **Severity Level 2** (High Severity) | Kong Software is operational but has a severe loss or restricted functionality in Customer’s production system/environment, or a total system outage on Customer’s staging system/environment, causing a significant impact on Customer’s business. | Pro Support: 24 Business Hours*  
Business Support: 4 Business Hours*  
Platinum Support: 4 hours (24x7x365) |
| **Severity Level 3** (Normal Severity) | Kong Software is operational but has a minor loss of functionality (with or without a workaround) in Customer’s production or staging system/environment, causing low or no impact on Customer’s business. General questions regarding Software functionality. | Pro Support: 48 Business Hours*  
Business Support: 8 Business Hours*  
Platinum Support: 4 Business Hours* |
| **Severity Level 4** (Low Severity) | Documentation errors and Software feature requests. | Pro Support: 96 Business Hours*  
Business Support: 16 Business Hours*  
Platinum Support: 8 Business Hours* |

* Business Hours means 7 a.m. to 7 p.m. Monday to Friday excluding banking or statutory holidays in San Francisco (PST/PDT), London UK (GMT/BST), or Singapore (SGT) time zones. Applicable time zone is determined based on the region (North/South America, EMEA, AP/ANZ) of the Customer’s address in the applicable Order.

(7) **LIMITATIONS.** Notwithstanding anything in this Policy or otherwise, Kong will have no liability or obligation with respect to: (a) errors that Kong cannot reproduce on unmodified versions of Software, meaning the source code for the Software has not been modified by anyone other than Kong; (b) use of the Software other than as authorized under the Agreement or use other than in accordance with the Documentation; (c) software, firmware, or hardware not supplied by Kong, or for information or data contained in or stored on third
party products or services, or for third party plug-ins or extensions to the Software; (d) errors found in third party open source software that has not been modified by Kong; (e) use of Software on any unsupported platform or hardware; (f) evaluation, proof-of-concept or trial period use of the Software; or (g) Kong Software that has been released more than one year prior to the latest release by Kong. Service or repair of the Software by anyone other than Kong (or an authorized representative of Kong) will void Kong’s obligations in this Policy. Support does not include professional services such as on-site support, consulting (re-designing, re-programming or reconfiguring the Software within the Customer's network) or system design, program coding, project management, facility management or support for incompatible products or third-party products.

(8) **CHANGES.** Kong may make changes to this Policy 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 support offering.

*Last updated: November 1, 2019*