KONG INC.

SUPPORT AND MAINTENANCE POLICY

This Kong Support and Maintenance Policy ("**Policy**") describes the support and maintenance services Kong provides to its customers who purchase a subscription to the Kong products and services listed below ("**Services**"). All capitalized terms used but not defined in this Policy 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 Policy. This Policy applies during the applicable subscription term for the Services ("**Subscription Term**") and is subject to the terms of the Agreement and the ordering document under which the Customer purchases the Services ("**Order Form**").

(1)   **SUPPORT.** During the Subscription Term Kong will provide Customer the support set out in this Policy based on the Services subscribed for and the support level purchased by Customer under the applicable Order Form and the table below.

(2)   **MAINTENANCE.** During the Subscription Term Kong will provide Customer, free of charge, with access to all error corrections, bug fixes, software updates and software upgrades to software included as part of a subscription ("**Software**") for Services that Kong makes generally available to other Kong enterprise customers who have purchased a license to the same Services purchased by Customer ("**Upgrades**"). Upgrades do not include services, 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 the number of individuals indicated in the Order Form (or, if no number is indicated, up to 10 individuals) who are knowledgeable in the operation of the Services as Customer's designated technical contacts with Kong for support cases ("**Customer Contacts**"). Kong may, in its discretion, increase the permitted number of 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 through the Kong support portal or upon written notice to Kong. If Kong reasonably believes a Customer Contact is not knowledgeable in the operation of the Services, Kong may require the Customer Contact to successfully complete a minimum training program as a condition of submitting future support cases.

(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 and communicated to Customer 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 Services to Kong via Kong's self-service support portal using Kong's case tracking system or by email. "**Error**" means any failure of the Services to perform in material conformance with the Documentation for the Services. 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 submitted by Customer but may be adjusted by Kong based on the criteria in the table below.

Severity Level	Error Description	Response Time and Support Coverage **			
		Pro Support	Business Support	Platinum Support	Diamond Support
Severity Level 1 (Urgent Severity)	Kong Services are inoperable or down in Customer's production environment, having a critical impact on Customer's business.	4 Business Hours*	2 Business Hours	2 hours (24x7x365)	30 minutes (24x7x365)
Severity Level 2 (High Severity)	Kong Services are operational but have a severe loss or restricted functionality in Customer's production environment, causing a significant impact on Customer's business.	24 Business Hours	4 Business Hours	4 hours (24x7x365)	2 hours (24x7x365)
Severity Level 3 (Normal Severity)	Kong Services are operational but have a minor loss of functionality (with or without a workaround) in Customer's production or staging environment, causing low or no impact on Customer's business. General questions regarding Services functionality.	48 Business Hours	8 Business Hours	4 Business Hours	4 Business Hours
Severity Level 4 (Low Severity)	Development and Integration related questions. Documentation errors and Services feature requests.	96 Business Hours	16 Business Hours	8 Business Hours	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 Form.

**   The response time listed is for Kong's initial response, which for Severity Level 1 and Severity Level 2 issues may include Kong recommending a workaround or fix if available or inviting the Customer to a videoconference collaboration. If a Severity Level 1 or Severity Level 2 incident is confirmed, and no workaround or fix is available, Kong will use continuous efforts based on subscription level (either Business Hours or 24x7x365) to attempt to resolve the incident in collaboration with the Customer.

Support applies to Services generally commercially released or made available by Kong. This Policy does not apply to software or deliverables resulting from Kong professional services if the software or deliverables are not otherwise generally released by Kong.

(7)   **SOFTWARE VERSION SUPPORT.**

    (i) Kong Konnect Software:

- Kong provides support for proprietary software offered as part of the Konnect Platform (other than Kong Mesh) for 24 months from the date of the Major Version first release, beginning with Kong Major Version release 2.1.3 (released August 25, 2020). Prior releases are supported for a period of 12 months from release. Please note that Kong Konnect software was named Kong Enterprise prior to February 1, 2021.

- After the support period, Kong will assist Customer for a further 12 months to upgrade to the most recent Major Version.

    (ii) Kong Mesh:

- Kong provides support for Kong Mesh releases for 12 months from the date of the Major Version first release, beginning with Kong Mesh release 1.0 (released August 4, 2020).

- After the support period, Kong will assist Customer for a further 6 months to upgrade to the most recent Major Version.

    (iii) Insomnia:

- Kong provides support for Insomnia only as part of a Kong Konnect subscription. In such a case, Kong provides support for Insomnia for the same applicable period as set out above.

A Major Version refers to a version identified by the number to the left of the leftmost decimal point (for example Kong Enterprise 2.1.3.0 is Major Version 2 and 1.3.0.0 is Major Version 1).

A table of the currently supported Services is available in Kong's product documentation. The table is currently available at https://docs.konghq.com/enterprise/latest/support-policy/

(9)   **SERVICE LEVEL AGREEMENT – KONG KONNECT CLOUD SERVICES.** The target availability for Kong-hosted SaaS services offered as part of the Konnect Platform (the "**Konnect Cloud Services**") is 99.9% per calendar month (based on minutes of availability/total minutes per month ("**Konnect Cloud Service Level**"). The target availability excludes maintenance ("**Scheduled Downtime**") in respect of which Kong has provided Customer at least 24 hours advance notice. If the Konnect Cloud Service fails to meet the Konnect Cloud Service Level in a given month ("**Service Level Failure**"), then as Customer's sole and exclusive remedy, and Kong's entire liability, Customer will receive the applicable service credit as set forth in the table below ("**Service Credits**"), provided that Customer requests Service Credits within 15 days after the end of the calendar month in which the Service Level Failure occurred.

Service Level Credit Calculation	
Availability	**Service Credit (Equal to % of fees allocable to the month in which the Service Level Failure occurs)**
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%

Service Credits can only be applied towards future fees for Kong Konnect. Service Credits may not be exchanged for, or converted to, monetary amounts.

(10)   **LIMITATIONS.** Notwithstanding anything in this Policy or otherwise, Kong will have no liability or obligation: (a) for 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) for use of the Services other than as authorized under the Agreement or use other than in accordance with the Documentation; (c) for software, firmware, services 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) for use of Software on any unsupported platform or hardware as set out in Kong's documentation for the Services; (e) for evaluation, proof-of-concept, free or trial period use of the Software or Services; (f) if Customer has not made reasonable efforts to install and implement in a timely manner maintenance releases for supported Major Versions; or (g) general Internet problems, outages at Kong's cloud service provider, denial of service attacks, or other factors outside of Kong's reasonable control. 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, or system design, program coding, project management, facility management or support for incompatible products or third-party products or services.

(11)   **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: April 16, 2021