Support and Maintenance Policy

Last updated: *April 16, 2024*

This Kong Support and Maintenance Policy ("**Policy**") describes the support and maintenance services Kong provides to its customers who purchase a subscription to Kong products and services ("**Products**"). 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 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**").

(1)   **SUPPORT.** During the Subscription Term Kong will provide Customer the support set out in this Policy based on the Products 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, updates and upgrades to the applicable Product that are released during the relevant Subscription Term and that Kong makes generally available to other Kong customers who have purchased a subscription to the same Products purchased by Customer ("**Updates**"). Updates do not include products or services, software applications, functionality 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, an unlimited number of individuals) who are knowledgeable in the operation of the Products 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 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 Products, 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 Products to Kong via Kong's self-service support portal using Kong's case tracking system or by email. "**Error**" means any failure of the Products to perform in material conformance with the Documentation

for the Products. 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 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 **		
		Business Support	Platinum Support	Diamond Support
Severity Level 1 (Urgent Severity)	Kong Products are inoperable or down in Customer's production environment, having a critical impact on Customer's business.	2 Business Hours	1 hour (24x7x365)	30 minutes (24x7x365)
Severity Level 2 (High Severity)	Kong Products are operational but have a severe loss or restricted functionality in Customer's production environment, causing a significant impact on Customer's business.	4 Business Hours	4 hours (24x7x365)	2 hours (24x7x365)
Severity Level 3 (Normal Severity)***	Kong Products 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 Product functionality.	8 Business Hours	4 Business Hours	4 Business Hours
Severity Level 4 (Low Severity)***	Development and Integration related questions. Documentation errors and Product feature requests.	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 Chicago (CST/CDT), 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.

***   For Kong's Insomnia Products, any suspected Errors will be classified as Severity Level 3 or 4 only. Kong provides support for Insomnia under this Policy if Customer has purchased an Insomnia support subscription that references it.

Support applies to Products 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 Gateway Enterprise:

- Kong will have at any time at least one Kong Gateway Enterprise release which it has designated a Long Term Support (LTS) version. Kong supports an LTS version for 3 years from its release or for the lifecycle of the underlying OS distribution used with it, whichever is shorter.

- Kong supports minor version releases of Kong Gateway Enterprise for 1 year from release.

- After the support period, Kong will assist Customer for a further 12 months to upgrade to a supported version.

(ii) Kong Mesh:

- Kong provides support for Kong Mesh releases for 12 months from the date of the major version first release.

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

(iii) Kong Insomnia Enterprise:

- Kong provides support for Kong Insomnia Enterprise for the most current released version.

A major version refers to a version identified by the number to the left of the leftmost decimal point (for example Kong Gateway Enterprise 2.1.3.0 is major version 2 and 1.3.0.0 is major version 1). A minor version refers to a version identified by a change in the number in between the two leftmost decimal points (x.Y.z.a). For example, 2.1.3.0 indicates minor version 1 and 1.3.0.4 indicates minor version 3.

Tables of the currently supported Products are available in Kong's product documentation.

(8)   **FEATURE DEPRECATION.** Kong may remove or discontinue Product features or functionality from time-to-time as part of the evolution of its Products. Kong aims to provide Customer with at least 6 months' notice of the removal or phasing out of a significant feature or functionality. Kong may provide less or no notice if the change is necessary for security or legal reasons. Kong may provide notice in its Product documentation, Product update emails, or in-Product notifications if applicable. Once Kong has announced it will deprecate a significant feature or functionality, in general Kong will not extend or enhance the feature or functionality.

(9)   **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 Products 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 Products; (e) for evaluation, proof-of-concept, free or trial period use of the Products; (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.

(10)   **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.