

**SOLARWINDS SMART START ORION UPGRADE
ADDENDUM TO THE
SOLARWINDS SOFTWARE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS**

This Addendum (“Addendum”) forms part of the SolarWinds Software Support and Maintenance Terms and Conditions (“Support Agreement”, collectively “Agreement”) and is entered into and agreed upon by and between you, either an individual or an entity, and your Affiliates (“Company”) and SolarWinds Worldwide, LLC (“SolarWinds Worldwide”). This Addendum shall be effective as of: (a) if Company is a direct customer, the SolarWinds invoice date for the Smart Start Orion Upgrade (“Orion Upgrade”) or (b) if Company is an indirect customer, Your notification date from SolarWinds in writing (including electronic communications) that You are able to access Your purchase (“Effective Date”).

All capitalized terms will have the meaning given to such terms in the Support Agreement unless a different meaning is provided in this Addendum. In addition to the Support Agreement, the parties agree that following terms shall apply to Your purchase of the Orion Upgrade. If there is a conflict between this Addendum and the Support Agreement, the Support Agreement shall control.

1. Active Maintenance; Applicability. As of the Effective Date, Company represents and warrants that all licenses for which Company is buying the Orion Upgrade are under active maintenance and support as of the date hereof. Company agrees that the Orion Upgrade is only available for the SolarWinds software products, modules and additional polling stations (if applicable) under active maintenance and support, and built upon the Orion Platform. The parties also agree that SolarWinds will provide the Orion Upgrade for Company’s licenses under active maintenance and support only.

2. SolarWinds Obligations for Orion Upgrade. Subject to the terms of this Agreement, SolarWinds will devote a commercially reasonable amount of time during the Orion Upgrade Term (defined below) to provide Company with the following additional support:

- A named SolarWinds upgrade support engineer (“Upgrade Support Engineer”);
- A pre-upgrade telephone call (“Pre-Upgrade Call”) with Your Upgrade Support Engineer for 1 hour, covering SolarWinds product architecture, system requirements, and recommended path for the upgrade related to the applicable SolarWinds product(s) and to discuss available support resources. Company shall also schedule Company’s online remote upgrade support session (“Support Session”) during this time;
- A Support Session with Your Upgrade Support Engineer and an application engineer (if necessary) to assist Company with implementation of the applicable upgrade according to the Documentation;
- A 30 minute call after Your Support Session to discuss the success of the upgrade (“Review Call”); and
- Availability to assist with any issues arising directly from the Orion Upgrade during the relevant Upgrade Support Engineer’s business hours (8:00 AM – 5:00 PM). For clarity, SolarWinds Software Support is available outside of these hours.

3. Company Obligations. Company is required to (a) make a competent representative reasonably available for the Orion Upgrade; (b) have the required infrastructure and system requirements as set forth in the Documentation available to perform the Orion Upgrade; (c) schedule the Pre-Upgrade Call within the first 45 days after the Effective Date; and (d) complete the Support Session and Review Call within 60 days after the Effective Date.

4. Term; Expiration; Termination.

4.1 Term. The Orion Upgrade starts on the Effective Date and shall expire in accordance with section 4.2 (Expiration) unless sooner terminated in accordance with this Agreement.

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4.2 Expiration. This Addendum and the availability of the Orion Upgrade shall automatically expire 60 days after the Effective Date or immediately without notice if Company fails to maintain active maintenance and support for all applicable SolarWinds software licenses receiving the Orion Upgrade.

4.3 Termination. SolarWinds may terminate this Addendum upon fifteen (15) days prior written notice for any material default or breach of the terms and conditions of this Addendum or the Agreement, unless the Company has cured such failure or default within such fifteen (15) day period, or immediately pursuant to the End User License Agreement or Support Agreement.

4.4 Exclusions. In regard to this Orion Upgrade, SolarWinds is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum, (b) provide the Orion Upgrade if Company fails to pay all fees when due or fails to perform its obligations under this Agreement; or (c) perform (i.e., take controls of Company's environment) such upgrade on Company's behalf. Company acknowledges that SolarWinds will assist Company in such Orion Upgrade via remote support and the Orion Upgrade does not include developing custom scripts, templates or queries; analyzing or troubleshooting performance issues resulting from or related to third party products, such as SQL or OS performance issues, nor will SolarWinds take control of Company's environment to perform full installations, configurations, migrations or upgrades. SolarWinds will not go on site to the Company to perform any support offered either under this Agreement.