

SOLARWINDS PREMIER SUPPORT 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 Premier Support (defined below) 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 the following terms apply to Your purchase of the Premier Support. 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 Premier Support (defined below) are under active maintenance and support as of the date hereof. Company agrees that the Premier Support is only available for the SolarWinds software products designated in the applicable quote. The parties also agree that SolarWinds Worldwide will provide Premier Support for Company’s licenses under active maintenance and support only.

2. SolarWinds Premier Support. Subject to the terms of this Agreement, SolarWinds will provide Company during the Premier Support Term (defined below) with the following additional support (“Premier Support”) for the applicable Software licenses:

2.1 Service Level Guidelines. SolarWinds Worldwide will use commercially reasonable efforts to adhere to the following targeted initial response times based on Company’s designated location and designation (whether written or oral) to SolarWinds at the time of the request:

Designation	Definition	Targeted Initial Response Time
System Down	The product is nonfunctional and/or has unrecoverable service failure. Critical Business Impact.	One hour or less from Company’s case creation (Web ticket or phone). 24x7x365
High	The product is functional but with consistent issues or one product area is nonfunctional. Functionality is degraded. Some business impact.	Four hours or less from Company’s case creation (Web ticket or phone). North America: 7am – 7pm (CST) LATAM: 7am – 7pm (CST) EMEA: 7am – 7pm (GMT) APAC: 7am – 7pm (SGT) Available Monday through Friday
Medium	The product is functional with minor or intermittent issues. Occasional functionality degradation. Minimal business impact.	Eight hours or less from Company’s case creation (Web ticket or phone). North America: 7am – 7pm (CST) LATAM: 7am – 7pm (CST) EMEA: 7am – 7pm (GMT)

		APAC: 7am – 7pm (SGT) Available Monday through Friday
Low	The product is functional with no apparent issues. Requests for upgrade documentation, feature requests, technical information, how to questions, product use questions. No business impact.	12 hours or less from Company’s case creation (Web ticket or phone). North America: 7am – 7pm (CST) LATAM: 7am – 7pm (CST) EMEA: 7am – 7pm (GMT) APAC: 7am – 7pm (SGT) Available Monday through Friday

2.2 Designated Representatives. SolarWinds Worldwide will provide Company a designated technical support team to work on Company’s support cases. Company may designate up to five (5) Company named contacts that will work with the SolarWinds’ designated support team. Company is required to designate its contacts to SolarWinds in writing (including electronic communications) within thirty (30) days of the start of the Premier Support Term. Company may update its designated contacts during the Premier Support Term by providing written notice (including electronic communications) to SolarWinds.

2.3 Account Incident Management. At least one (1) SolarWinds designated technical support representative will work with the Company’s designated technical support team to assist in the resolution of identified and reproducible issues.

2.4 Upgrade Assistance. If Company provides SolarWinds Worldwide with at least ten (10) business days’ advanced written notice of Company’s Software license upgrade schedule, SolarWinds Worldwide will assist Company in such upgrade via remote support. However, at no time will SolarWinds Worldwide perform (i.e., take controls of Company’s environment) such upgrade on Company’s behalf.

2.5 Annual Health Check. SolarWinds will provide Company a proactive health check of the Company’s SolarWinds environment once per year. The checkup may include, as determined by SolarWinds Worldwide, SolarWinds Software diagnostics, review of log files, inspection of Company’s Software implementation and information related to improving SolarWinds Software performance based on the Documentation. SolarWinds Worldwide and Company will mutually agree in writing on the date(s) for the checkup to be completed.

3. Company Obligations. Company is required to (a) make a competent representative reasonably available for Premier Support; and (b) have the required infrastructure and system requirements as set forth in the Documentation available to perform Premier Support.

4 Term; Expiration; Termination.

4.1 Term. Premier Support starts on the Effective Date and shall expire in accordance with section 4.2 (Expiration) unless sooner terminated in accordance with this Agreement (“Premier Support Term”).

4.2 Expiration. This Addendum will automatically expire if Company fails to maintain active maintenance and support for all applicable SolarWinds software licenses receiving Premier Support or after the Premier Support Term. For clarity, SolarWinds Worldwide will continue to provide Premier

Support to all other applicable licenses that remain under active maintenance and support during the Premier Support Term.

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

5. General Exclusions. In regard to Premier Support, SolarWinds is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum; (b) perform Premier Support if Company fails to pay all applicable fees when due or fails to perform its obligations under this Agreement; or c) perform (i.e., take controls of Company's environment) such Premier Support on Company's behalf. Company acknowledges that Premier Support 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 installations, configurations, migrations or upgrades. SolarWinds will not go on site to the Company to perform any support offered under this Agreement.