

## **SOLARWINDS SMART START 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 Smart Start (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 shall apply to Your purchase of Smart Start. 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 Smart Start are under active maintenance and support as of the date hereof. Company agrees that Smart Start is only available for the SolarWinds software products designated on the applicable quote. The parties also agree that SolarWinds will provide Smart Start for Company’s licenses under active maintenance and support only.

**2. SolarWinds Smart Start.** Subject to the terms of this Agreement, SolarWinds will devote a commercially reasonable amount of time during the Smart Start Term (defined below) to provide Company with the following additional support (“Smart Start”) for the applicable Software licenses:

- A named SolarWinds customer success representative;
- A welcome telephone call covering SolarWinds product architecture, system requirements and Company goals related to the applicable SolarWinds product, SolarWinds available support resources, and the scheduling of Company’s telephonic success consults;
- Company success consults focusing on assisting the Company implementing and installing the applicable Software according to the Documentation; and
- A success review reviewing recap Company’s objectives and product goals.

**3. Company Obligations.** Company is required to (a) make a competent representative reasonably available for the welcome call within five (5) days of the start of the Smart Start Term, and (b) have the required infrastructure, system requirements and adequately sized server as set forth in the Documentation available for software installation.

**4. Term; Expiration; Termination.**

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

**4.2 Expiration.** This Addendum and Smart Start will automatically expire ninety (90) days after the Effective Date or immediately without notice if Company fails to maintain active maintenance and support for applicable SolarWinds software licenses receiving Smart Start.

**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.

**5. Exclusions.** In regard to Smart Start, SolarWinds is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum; (b) perform Smart Start 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) Smart Start on Company's behalf. Company acknowledges that Smart Start 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 under this Agreement.