

SolarWinds Software Support and Maintenance Terms and Conditions

This Software Support and Maintenance Terms and Conditions (“Agreement”) govern the delivery of any standard Software Support (defined below) and is entered into by you, either an individual or an entity, and your Affiliates (“You” or “Company”) and SolarWinds Worldwide, LLC (“SolarWinds Worldwide”).

1. DEFINITIONS.

1.1 “Affiliates” means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to this Agreement, Affiliates may use the Software Support provided hereunder. All references to SolarWinds shall be deemed to be references to SolarWinds and its Affiliates, and all references to Company, You, or Your shall be deemed to be references to Company and its Affiliate(s).

1.2 “Contact” means the person(s) designated by You to act as the Company’s point of contact and who is otherwise responsible for the day-to-day administration of the Software and the activities and responsibilities agreed hereto.

1.3 “Computer” means the hardware, if the hardware is a single computer system, whether physical or virtual, or means the computer system with which the hardware operates, if the hardware is a computer system component.

1.4 “Documentation” means the official user documentation provided by SolarWinds Worldwide to You on the use of the Software. For the avoidance of doubt, any installation guide or end user documentation not prepared or provided by SolarWinds Worldwide; any online community site; unofficial documentation, videos, white papers, or related media; or feedback does not constitute Documentation.

1.5 “EULA” means the SolarWinds End User License Agreement.

1.6 “Release” means all generally available releases of the Software that (i) contain new features, functionality, extensions, or fixes for bugs, and (ii) are designated by means of a change in the digit to either the left of the first decimal point (e.g., Software 8.0>> Software 9.0), to the right of the decimal point (e.g., Software 8.0>>Software 8.1), or to the right of the second decimal point (e.g. Software 8.0>>Software 8.0.1).

1.7 “Software” means the object code versions of the product, together with the updates, Releases, modifications or enhancements, owned and provided by SolarWinds Worldwide to You pursuant to the EULA.

1.8 “Software Support” means the standard maintenance and/or support to be provided by SolarWinds or its designated agents as set forth in this Agreement.

1.9 “Supported Platform” means a Computer or platform that functions with the Software and components contemplated for use with the Software. Changes to any of the foregoing that break compatibility or inhibit the functionality of the Software, unless authorized by the Documentation, do not constitute a Supported Platform.

1.10 “Term” means the period that You are eligible to receive Software Support, which starts: (i) the day the Software is delivered to You, or (ii) if You are purchasing out-of-maintenance Software Support, the date that You renew Your Software Support, to the date that the Software Support expires.

2. SOFTWARE SUPPORT.

2.1 SolarWinds Support. Subject to the terms and conditions of this Agreement, SolarWinds shall, during the Term, provide You with Software Support, provided that You have obtained such Software from SolarWinds Worldwide.

2.2 Provision of Software Support. During the Term, You may receive:

2.2.1 Online Software Support. Your Contact(s) may submit support and related requests via an online webform that is available on SolarWinds' customer portal ("SolarWinds Customer Portal") and its websites 24 hours a day, 7 days a week, 365 days a year. Each request is given a unique identification number for Your convenience and reference. All online support submissions are managed using the English language.

2.2.2 Telephone Software Support. Telephone support is generally available 24 hours a day, 7 days a week, 365 days a year.

2.2.3 Releases. You may receive Releases of the Software, which can be obtained from SolarWinds' Customer Portal.

3. LIMITATIONS OF SOFTWARE SUPPORT.

3.1 Purchase Requirement. Except as otherwise agreed upon by SolarWinds, You may purchase Software Support only for the most current, generally available Release of the Software.

3.2 Access to Your Computer System. Upon explicit request by You, You acknowledge that SolarWinds may perform Software Support that may be conditioned upon access to Your Computer and/or Supported Platform. You understand and agree that the completeness and accuracy of the information You provide to SolarWinds may affect SolarWinds' ability to provide Software Support to You.

3.3 Exclusions. SolarWinds will have no obligation to provide Software Support for problems caused by or arising out of the following:

3.3.1 Modifications or changes to the Supported Platform or Software, except for any modification or change made by You as directed by SolarWinds in the Documentation;

3.3.2 Use of the Software that is not authorized in the EULA or the Documentation;

3.3.3 External physical factors, such as inclement weather conditions, which affects the ability to provide Software Support and which may cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with other media not in accordance with Documentation; or causes other than ordinary use; and

3.3.4 Third party products that are not authorized by SolarWinds in the Documentation or, for any third party products that are authorized by SolarWinds in the Documentation, problems solely arising from such third party products.

3.4 Supported Releases. SolarWinds shall not be obligated to provide Software Support for any Release of the Software aside from the current and previous Release of the Software. Notwithstanding anything to the contrary herein, SolarWinds may, at its discretion, decide to retire the Software from time to time ("End of Life"). SolarWinds shall publicly post a notice of End of Life, including the last date of general commercial availability of the affected Software and the timeline for discontinuing the Software Support on its website. SolarWinds shall have no obligation to provide Software Support for Software that is outside of the applicable service life.

4. YOUR OBLIGATIONS.

4.1 In addition to Your compliance with this Agreement, SolarWinds' obligation to provide You with Software Support are subject to the following:

4.1.1 You agreeing to receive communications from SolarWinds via email, telephone, and other formats, including communications concerning Software Support, the extent of Your coverage, errors, technical issues, and availability of Releases.

4.1.2 The delivery of the Company name as well as Your Contact's name, relevant contact information, and Your SolarWinds identification number when You request Software Support.

4.1.3 Your cooperation with SolarWinds to enable SolarWinds to provide You with the Software Support.

4.1.4 The assumption of responsibility for performing all operations on the Supported

Platform and for the use of the Software. SolarWinds shall have no responsibility to perform operations on Your Computer or the Supported Platform or for operations performed on Your Computer or the Supported Platform. You are solely responsible for the use of the Software and shall properly train Your personnel in the use and application of the Software in accordance with the EULA and the Documentation.

4.1.5 Your prompt notification to SolarWinds of all problems with the Software and Your prompt implementation of any corrective procedures provided by SolarWinds relating to the Software.

4.1.6 Your protection, storage, and back-up of data and information stored on Your Computer or Supported Platform on which and with which the Software is used. You are solely responsible for Your data and information and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements.

4.2 Internal Use. The Software Support purchased by You is intended for use by You and only for Your benefit.

4.3 Designated Contact Requirements. The parties agree that the Software Support is intended to be provided to technical personnel performing the daily administration of the Software on Your Computer. You shall identify at least one Contact for SolarWinds' records, and at least one of Your Contacts must be an administrator who coordinates and controls access for other Contacts from the Company. SolarWinds will provide Software Support to only Your Contact(s). You may not use a single Contact to act as a mere forwarding service for other personnel. Each Contact must be able to communicate in English and possess the relevant technical knowledge necessary to assist SolarWinds in performing the Software Support contemplated under this Agreement. You must promptly notify SolarWinds of any change in Your Contacts in writing. You shall allow one calendar week for processing by SolarWinds of any change in Contacts.