

SolarWinds Support and Maintenance Terms and Conditions

These Software Support and Maintenance Terms and Conditions (“**Support Terms and Conditions**”) supplement the agreement governing your use of SolarWinds Products (defined below) (the “**Agreement**”) and govern the delivery of Support (defined below). Defined terms have the meaning set forth in these Support Terms and Conditions or the applicable Agreement.

1. DEFINITIONS

1.1 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 SolarWinds Products and the activities and responsibilities agreed hereto.

1.2 Support Addendum(a) means additional terms and conditions set forth in Section 5 that relate to the applicable supplemental support that You may order for SolarWinds Products, as set forth in Your invoice.

1.3 Release means all generally available releases of Software (as applicable) 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).

1.4 Support means the applicable maintenance and/or support to be provided by SolarWinds or its designated agents as set forth in and subject to these Support Terms and Conditions and the Agreement. If applicable, the supplemental Support services set forth in the applicable addendum describing the scope of such supplemental support services (“**Support Addendum**”) shall also apply with respect to the supplemental services ordered.

1.5 SolarWinds Products means the SolarWinds Software or Services licensed by or provided to You under the applicable Agreement.

1.6 Supported Platform means, for on premises Software or other locally downloadable Software components, a Device 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.

1.7 Support Term means the period that You are eligible to receive Support, as set forth in the invoice, and which starts: (i) the day the SolarWinds Product is delivered or made available to You, as applicable, or (ii) if You are purchasing Support for out-of-maintenance SolarWinds Products, the date that You renew Your Support.

2. SUPPORT

2.1 SolarWinds Support. Subject to these Support Terms and Conditions, SolarWinds shall, during the Support Term, provide You with Support, provided that You have obtained such SolarWinds Product from SolarWinds or its authorized agents.

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

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

2.2.3 Releases. For on-premise Software or other locally downloadable Software components You may receive Releases of the Software, which can be obtained from the SolarWinds Customer Portal.

3. LIMITATIONS OF SOFTWARE SUPPORT

3.1 Purchase Requirement. Except as otherwise agreed upon by SolarWinds and unless Support is already included in your purchase or Subscription Term (as applicable to the SolarWinds Product), You may purchase Support only for the most current, generally available Release of the applicable SolarWinds Product.

3.2 Access to Your Computer System. Upon notice to You, You acknowledge that SolarWinds may perform Support that may be conditioned upon access to Your SolarWinds Product, Device and/or Supported Platform, or for which You may elect to download a support Tool made available to You by SolarWinds. Any access by SolarWinds or download of any support Tool is solely at Your election, Your discretion and Your risk. You understand and agree that the completeness and accuracy of the information You provide to SolarWinds may affect SolarWinds' ability to provide Support to You.

3.3 Exclusions. SolarWinds will have no obligation to provide 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 SolarWinds Product that is not authorized in the Agreement or the Documentation;

3.3.3 External physical factors, such as inclement weather conditions, which affects the ability to provide 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. For on premises Software or other locally downloadable Software components, SolarWinds shall provide Support for generally available releases only. Support for end-of-life software is determined by SolarWinds end-of-life policy for on premises products. For Software Services offerings, support is only available for the latest generally available release of the Software Service.

3.5 End of Life. Notwithstanding anything to the contrary herein, SolarWinds may, at its discretion, decide to retire the SolarWinds Product 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 SolarWinds Product and the timeline for discontinuing the Support on its website. SolarWinds shall have no obligation to provide Support for SolarWinds Products that are outside of the applicable service life.

4. YOUR OBLIGATIONS

4.1 In addition to Your compliance with the Agreement and these Support Terms and Conditions, SolarWinds’ obligation to provide You with 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 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 Support.

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

4.1.4 The assumption of responsibility for performing all operations on the Supported Platform and for the use of the applicable SolarWinds Product. SolarWinds shall have no responsibility to perform operations on Your Device or the Supported Platform or for operations performed on Your Device or the Supported Platform. You are solely responsible for the use of the SolarWinds Product and shall properly train Your personnel in the use and application of the SolarWinds Product in accordance with the Agreement and the Documentation.

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

4.1.6 Your protection, storage, and back-up of data and information stored on Your Device or Supported Platform on which and with which the SolarWinds Product is used. You are solely responsible for Your data and information in the Software 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. Unless otherwise agreed by SolarWinds in writing, the Support purchased by You is intended for internal use by You (or on your behalf) and only for Your benefit.

4.3 Designated Contact Requirements. The parties agree that the Support is intended to be provided to technical personnel performing the daily administration of the applicable SolarWinds Product. 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 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 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.

5. SUPPORT ADDENDA. If you are purchasing supplemental support services, the addendum describing the scope of such services are set forth in the applicable Support Addendum posted at <https://www.solarwinds.com/legal/legal-documents> shall also apply and supplement these Support Terms and Conditions and only for the products and/or instance for which the Support Addendum is applicable.