

## SOLARWINDS PREMIER SUPPORT ADDENDUM TO SOLARWINDS SOFTWARE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

This Addendum (“Addendum”) complements the SolarWinds Software Support and Maintenance Terms and Conditions (“Support 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”) as of the start date of Premier Support provided for in Section 2.5 of this Addendum (“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 terms in the Support Agreement, the following terms apply:

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. SolarWinds Worldwide will only provide Premier Support for Company’s SolarWinds Software licenses under active maintenance and support.

2. **SOLARWINDS PREMIER SUPPORT.** Upon receipt, processing, and invoicing of a purchase order for Premier Support and subject to the terms of this Addendum and the Support 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 non-functional and/or has an unrecoverable service failure. Critical Business Impact.	1 hour or less from Company’s case creation (Web ticket or phone). 24x5 Priority Routing. Weekend Support: Professional Support.
High	The product is functional but with consistent issues or one product area is nonfunctional. Functionality is degraded. Some business impact.	4 hours or less from Company’s case creation (Web ticket or phone) during the following hours: 24x5 Priority Routing. Weekend Support: Professional Support.
Medium	The product is functional with minor or intermittent issues. Occasional functionality degradation. Minimal business impact.	8 hours or less from Company’s case creation (Web ticket or phone) during the following hours 24x5 Priority Routing. Weekend Support: Professional Support.
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.	24 hours or less from Company’s case creation (Web ticket or phone) during the following hours: 24x5 Priority Routing. Weekend Support: Professional Support

2.2 **Designated Representatives.** SolarWinds Worldwide will provide Company a designated technical support team to work on Company's support cases.

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

2.3 **Upgrade Assistance.** Upon Company's request, SolarWinds Worldwide will review and advise Company on Company's scheduled Software license upgrades 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.

2.4 **Annual Environmental Health Check.** Upon Company's request, SolarWinds will provide Company a health check of the Company's SolarWinds environment once per year. The checkup will consist of a high level overview of Company's environment which may include SolarWinds Software diagnostics, a high level overview 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.

2.5 **Term.** Premier Support starts: (a) on the day SolarWinds invoices Company for Premier Support, or (b) if Company is purchasing Premier Support through a reseller, the day SolarWinds notifies Company in writing (including electronic communications) that Company's order for Premier Support has been processed, and ends on the date the Premier Support expires unless sooner expired or terminated in accordance with section 3 (Expiration; Termination) of this Addendum ("Premier Support Term")

3. **EXPIRATION; TERMINATION.** Premier Support will automatically expire without notice 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. SolarWinds Worldwide may terminate this Addendum and Premier Support upon 15 days prior written notice for any material default or breach of the terms and conditions of this Addendum, the SolarWinds End User License Agreement or the Support Agreement, unless Company has cured such breach or default within such 15-day period. However, there will be no cure period for a breach of the license restrictions contained in the SolarWinds End User License Agreement or if Company misappropriates any of SolarWinds intellectual property rights.

4. **GENERAL EXCLUSIONS.** SolarWinds is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum, or (b) perform Premier Support if Company fails to pay all applicable fees when due or fails to perform Company's obligations in Section 2.2 (Designated Representatives) of this Addendum or Section 4 (Your Obligations) in the Support Agreement. 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 either under this Addendum or the Support Agreement.