

SOLARWINDS END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is hereby entered into and agreed upon by the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("You" or "Company") and SolarWinds Worldwide, LLC ("SolarWinds") for the Software (as defined below). This Agreement sets forth the obligations of each party. "You" shall mean the Ordering Activity defined as the Government Customer (Agency) who, under the GSA MAS Program, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts", and shall not apply to, nor bind (1) the individual(s) who utilize the Software/Service/Site on Contractor's behalf or (2) any individual users who happens to be employed by, or otherwise associated with, Ordering Activity. Contractor will look solely to Ordering Activity to enforce any violation or breach of this Agreement by such individuals, subject to Federal law. **TO THE EXTENT THE TERMS OF THIS LICENSE AGREEMENT CONFLICT WITH THE TERMS OF THE GSA MULTIPLE AWARD SCHEDULE CONTRACT, THE TERMS OF THE GSA MULTIPLE AWARD SCHEDULE CONTRACT WILL PREVAIL.**

1. DEFINITIONS.

1.1 Affiliates means an entity now or hereafter 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 but only for so long as such control exists. SolarWinds Affiliates may provide some of the services or ancillary services (such as invoicing) under this Agreement.

1.2 Agreement means collectively this End User License Agreement, as well as any applicable Product-Specific Terms and the applicable Order Form.

1.3 Device means whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Software is used and/or on which the Software is installed.

1.4 Documentation means the official user documentation prepared and provided by SolarWinds to You on the use of the Software (as may be updated by SolarWinds from time to time). For the avoidance of doubt, any online community site; unofficial documentation, videos, white papers, or related media; or feedback does not constitute Documentation.

1.5 Fees means any and all charges payable by You to SolarWinds pursuant to the Order Form.

1.6 Order Form means the SolarWinds order page, quote, product information dashboard, or other SolarWinds ordering document that specifies Your purchase of the Software, pricing, and other related information.

1.7 Perpetual License means a perpetual license for which You pay a fee to obtain the right to use the Software and Documentation in accordance with the terms set forth in this Agreement.

1.8 Personal Data means information related to an identified or identifiable natural person that is disclosed or otherwise made available to SolarWinds and processed by SolarWinds in furtherance of provision of the support services pursuant to the Agreement.

1.9 Product-Specific Terms means additional or supplemental terms and conditions described in Section 14 that relate to the applicable Software.

1.10 Software means the object code versions of the product identified in the Order Form, together with the updates, new releases or versions, modifications or enhancements, owned and provided by SolarWinds to You pursuant to this Agreement.

1.11 User(s) mean an individual authorized by You to use the Software and Documentation. User(s) may include Your employees, consultants, and contractors, and, if applicable, Your customers.

1.12 Your Data or Data means data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, processed, stored, or submitted by You or Your Users related to Your or Your User's use of the Software.

2. LICENSE.

2.1 Nature of License. Unless as otherwise stated in Section 2.3 and Section 2.4, this Agreement is for the license of the Software and Documentation on one of the following bases:

- Subscription Term License; or
- Perpetual License

2.2 Grant of License. Upon payment of the applicable Fees for the Software and subject to Your continuous compliance with the terms and conditions of this Agreement and the Documentation, SolarWinds hereby grants You a limited, worldwide, perpetual, nonexclusive, nontransferable license to use the object code of the Software and Documentation; in each case, solely for your own internal business purposes and subject to the terms contained herein:

a) For each Software license key that You purchase from SolarWinds, You may: (i) use the Software on any single Device, unless the Documentation clearly indicates otherwise; and (ii) copy the Software for back-up and archival purposes, provided any copy must contain all of the original Software's proprietary notices and a notice that it will not be used for transfer, distribution or sale.

b) The Software is in use on a Device when it is loaded into temporary memory or installed in permanent memory (hard drive, CD-ROM or other storage device). You agree to use Your reasonable efforts to prevent and protect the contents of the Software and Documentation from unauthorized use or disclosure, with at least the same degree of care that You use to protect Your own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. You agree that You will register this Software only with SolarWinds and that You will only install a Software license key obtained directly from SolarWinds.

2.3 Software Evaluation, r Beta, or No-Fee Licenses. If the Software is provided to You for evaluation, beta, or release candidate purposes, or for use without payment of a license fee, SolarWinds grants to You a nonexclusive, limited, royalty-free, nontransferable license to use the Software only during the permitted evaluation period and solely for internal evaluation prior to purchase or implementation, where time period and evaluation are applicable (a “**No-Fee License**”). Any use of the No-Fee License in a production environment is at Your risk. The No-Fee License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from SolarWinds at its sole discretion. Notwithstanding any other provision contained herein, Software provided pursuant to a No-Fee License is provided to You “AS IS” without indemnification, support, or warranty of any kind, statutory, express or implied. Except to the extent such terms conflict with the specific No-Fee License terms set forth in this Section, all other terms of this Agreement shall apply to Software licensed under a No-Fee License.

2.4 High Availability and/or Disaster Recovery Purpose License. If You are obtaining a redundant version of the Software solely for high availability and/or disaster recovery purposes for use on Your disaster recovery Device, You represent and warrant that (i) You may actively run the redundant version of the Software on a Device, provided it is not running on a primary production Device, unless (a) the primary production Device related to the primary production version of the Software fails, (b) the Software or Device associated with the primary production license is being upgraded or replaced, or (c) due to other temporary reasons that disrupt all or a material part of Your business operations; (ii) You will not utilize the redundant version of the Software to monitor any items not being monitored by the primary production Device; and (iii) You will promptly get the primary production Device hosting the primary production license operating correctly in order to support Your daily activities.

3. LICENSE RESTRICTIONS; OBLIGATIONS.

3.1 License Restrictions.

3.1.1 General. You may not or allow others on Your behalf to: (i) provide, make available to, or permit individuals other than Your Users to use the Software or Documentation, except under the terms listed above, either in whole or part; (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Software or Documentation except to the extent reverse engineering is permitted by applicable law; (iii) copy, reproduce, republish, upload, post, or transmit the Software or Documentation (except for back-up or archival purposes, which will not be used for transfer, distribution, or sale); (iv) license, sell, rent, lease, , sublicense, assign, distribute, or

otherwise transfer rights to the Software or Documentation; (v) remove any proprietary notices or labels on the Software or Documentation; (vi) license the Software if You are a direct competitor of SolarWinds or for the purposes of monitoring the Software's availability, performance, or functionality or for any other benchmarking or competitive purposes; (vii) use the Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; or (viii) use the Software in a manner that results in excessive use or circumvention of the technical limitations or usage limits of the Software. Any such forbidden use shall immediately terminate Your license to the Software. The Software is intended only for use with public domain or properly licensed third-party materials. All responsibility for obtaining such a license is Yours, and SolarWinds shall not be responsible for Your failure to do so. At least ninety (90) days prior to taking any steps to reverse engineer any Software, You must contact SolarWinds and discuss the scope of any legally permitted reverse engineering.

3.1.2 SolarWinds Trademarks. You may not delete, remove, hide, move or alter any trademark, logo, icon, image or text that represents the company name of SolarWinds, any derivation thereof, or any icon, image, or text that is likely to be confused with the same. All representations of the company name or mark "SolarWinds" or any of its Affiliates' names or marks must remain as originally distributed regardless of the presence or absence of a trademark, copyright, or other intellectual property symbol or notice.

3.2 License Obligations.

3.2.1 You acknowledge, agree, and warrant that: (i) You will be responsible for Your and Your Users' activity and compliance with this Agreement, and if You become aware of any violation, You will immediately terminate the offending party's access to the Software and Documentation and notify SolarWinds; (ii) You are legally able to process Your Data and provide Your Data to SolarWinds, including obtaining appropriate consents or rights for such processing, as outlined further herein and have the right to access and use Your infrastructure, including any system or network, to obtain or provide the Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; (iii) You will keep your registration information, billing information, passwords and technical data accurate, complete, secure and current; and (iv) You shall use the Software and Documentation solely in a manner that complies with all applicable laws in the jurisdictions in which You use the Software and Documentation, including, but not limited to, applicable local, state, federal, and international laws, including intellectual property and privacy and security laws.

3.2.2 Export Restrictions. The Software and Documentation delivered to You under this Agreement are subject to U.S. export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside the U.S. You shall abide by all applicable export control laws, rules and regulations applicable to the Software and Documentation. You agree that You will not export, re-export, or transfer the Software or Documentation, in whole or in part, to any country, person, or entity subject to U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Software or Documentation (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any person or entity who You know or have reason to know will utilize the Software or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

4. RIGHTS RESERVED. THE SOFTWARE IS LICENSED, NOT SOLD.

Use herein of the word "purchase" in conjunction with licenses, license keys, or the Software shall not imply a transfer of ownership. Unless as conveyed herein, this Agreement does not grant You any rights, title, or interest in or to Software, Documentation, trademarks, service marks, or trade secrets, or corresponding intellectual property (including without limitation any images, photographs, animations, video, audio, music, and text incorporated into the Software, the accompanying printed materials, and any copies of the Software) of SolarWinds or its suppliers, and all rights, title, and interest in and to the Software, Documentation, and corresponding intellectual property shall remain the property of SolarWinds, its suppliers, or are publicly available. All rights not expressly granted under this Agreement are reserved by SolarWinds, its suppliers, or third parties. All title, rights, and interest in and to content, which may be accessed through the Software, is the property of the respective owner and may be protected by applicable laws and treaties, including intellectual property laws. This Agreement gives You no rights to such content, including use of the same. SolarWinds agrees that the Your Data (including without limitation, computer

software, computer database, computer software documentation, specifications, design drawings, reports, blueprints, and the like) shall be and remain Your sole property.

By submitting any information, data, suggestions, enhancement requests, recommendations or other feedback to SolarWinds on SolarWinds products and services ("Feedback"), You agree that: (i) SolarWinds may have similar development ideas to the Feedback; (ii) Your Feedback is not confidential or proprietary information of You or a third party; and (iii) SolarWinds is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services. SolarWinds acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

5. CONFIDENTIALITY; DATA PROTECTION.

5.1 Confidential Information means any nonpublic information, in tangible or intangible form disclosed under this Agreement, that a party to this Agreement ("Disclosing Party") designates as being confidential by legends or other markings or in a separate writing provided contemporaneous with the disclosure to the party that receives such information ("Receiving Party"). Confidential Information includes the Software, Documentation and any other intellectual property or proprietary rights thereto, as well as Personal Data. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

Confidential Information shall not include any information, excluding Personal Data, however designated, that: (i) is (or subsequently becomes through no fault of the Receiving Party) publicly available; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) was lawfully received by the Receiving Party from a third party without such restrictions; or (iv) is independently developed by Receiving Party without breach of this Agreement or access to, reference to, or use of the Confidential Information.

5.2 Protection of Data. You agree that SolarWinds will process configuration, performance, usage, and consumption data, which may include hardware identification, operating system, application software, peripheral hardware, internet protocol address, about You and Your Users' use of the Software in accordance with its Privacy Notice attached hereto as Exhibit A. To the extent that this information constitutes Personal Data, SolarWinds shall be the controller of such Personal Data. Each party shall comply with its respective obligations under applicable data protection legislation and will maintain appropriate administrative, physical, technical and organizational measures that provide an appropriate level of security for Confidential Information and Personal Data. SolarWinds agrees to promptly notify You, the General Services Administration (GSA) Contracting Officer, in the event of a data breach.

5.3 Protection of Confidential Information. Receiving Party may use Confidential Information of Disclosing Party to exercise its rights and perform its obligations under this Agreement; in connection with the parties' ongoing business relationship; or as otherwise set forth herein. Receiving Party will not use any Confidential Information of Disclosing Party for any purpose not permitted by this Agreement and will disclose the Confidential Information of Disclosing Party only to the employees or contractors of Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement. Receiving Party will utilize commercially reasonable efforts to protect Confidential Information from unauthorized or unlawful processing by maintaining appropriate technical and organizational measures that help to provide an appropriate level of security for Confidential Information. The parties will each be responsible for any breach of this Agreement by their consultants or agents. Confidential Information shall remain at all times the property of the Disclosing Party. No rights to use, license or otherwise exploit the Confidential Information are granted to the Receiving Party or its agents, by implication or otherwise. SolarWinds recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor. The obligations set forth in this Section shall survive for three (3) years after the Term or termination of this Agreement except with respect to trade secrets disclosed hereunder which shall remain subject to this obligation indefinitely.

6. LIMITED WARRANTY.

SolarWinds warrants to You that, for a period of thirty (30) days following the initial purchase and delivery of the Software to You, the Software will perform substantially in conformance with the Documentation.

SolarWinds does not warrant that the Software will meet all of Your requirements or that the use of the Software will be uninterrupted or error-free. The foregoing warranty applies only to failures in operation of the Software that are reproducible in standalone form and does not apply to: (i) Software that is modified or altered by You or any third party that is not authorized by SolarWinds; (ii) Software that is otherwise operated in violation of this Agreement or other than in accordance with the Documentation; or (iii) failures that are caused by other software or hardware products. To the maximum extent permitted under applicable law, as SolarWinds' and its suppliers' entire liability, and as Your exclusive remedy for any breach of the foregoing warranty, SolarWinds will, at its sole option and expense, promptly repair or replace any Software that fails to meet this limited warranty or, if SolarWinds is unable to repair or replace the Software, refund to You the applicable license fees paid upon return, if applicable, of the nonconforming item to SolarWinds. The warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software under this limited warranty will be warranted for thirty (30) days.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SOLARWINDS IS PROVIDING AND LICENSING THE SOFTWARE TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, AND SOLARWINDS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. **This clause does not limit or disclaim any of the warranties specified in the GSA Schedule contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.**

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

SolarWinds will indemnify and hold You harmless from any third party claim brought against You that the Software, as provided by SolarWinds to You under this Agreement and used within the scope of this Agreement, infringes or misappropriates any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Software by You is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Software or Documentation; and/or (iii) the infringement was not caused by a combination or use of the Software with products not supplied by SolarWinds. SolarWinds' indemnification obligations are contingent upon You: (i) promptly notifying SolarWinds in writing of the claim; (ii) granting SolarWinds control of the selection of counsel, defense, and settlement of the claim; (iii) providing SolarWinds with reasonable assistance, information and authority required for the defense and settlement of the claim; and (iv) using the most up-to-date-version (including hotfixes, patches, and updates) of the Software. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. This Section states SolarWinds' entire liability (and shall be Company's sole and exclusive remedy) with respect to indemnification to Company.

8. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SOLARWINDS, ITS DIRECTORS, OFFICERS, AGENTS, SUPPLIERS AND LICENSORS, BE LIABLE TO YOU (WHETHER IN CONTRACT, TORT OR OTHERWISE) (I) FOR MORE THAN THE AMOUNT OF LICENSE FEES THAT YOU HAVE PAID TO SOLARWINDS UNDER THE APPLICABLE PURCHASE ORDER FOR THE APPLICABLE SOFTWARE, OR (II) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF YOUR DATA, LOST SAVINGS, OR OTHER ECONOMIC DAMAGE, ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF SOLARWINDS OR A DEALER AUTHORIZED BY SOLARWINDS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS

REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION). THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE, OR FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

THESE LIMITATIONS WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

9. TERM AND TERMINATION

9.1 Term for Perpetual License. The term of a Perpetual License will begin upon the delivery of the Software to You.

9.2 Term for Subscription Term License.

9.2.1. The initial term of the license for Software and Documentation licensed on a Subscription Term License will begin upon delivery of the Software to You and, unless terminated sooner as provided herein, continue for the period specified in the applicable Order Form ("Initial Subscription Term"). You may renew Your subscription for the Software at the rates provided by SolarWinds in accordance with the GSA Schedule Pricelist upon the expiration of the Initial Subscription Term by executing an Order in writing (each "Renewal Term," and collectively with the Initial Subscription Term, the "Term"). The Renewal Term will be the same length as the Initial Subscription Term unless otherwise specified by SolarWinds at the time of renewal.

9.2.2. You may terminate the Agreement in accordance with FAR Clause 52.212-4(l) or 52.212-4(m).

9.3 Termination by SolarWinds. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SolarWinds shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Without prejudice to any other rights, upon termination or expiration of this Agreement or Order Form, You agree to uninstall and cease all use of the Software, and Documentation and/or destroy or return (upon request by SolarWinds) all copies of the Software, and Documentation.

10. THIRD-PARTY PROGRAMS.

To the extent the Software is bundled with third-party software programs, these third-party software programs are governed by their own license terms, which may include open source or free software licenses, and these terms will prevail over this Agreement as to Your use of the third-party programs. Nothing in this Agreement limits an end user's rights under, or grants the end user rights that supersede, the terms of any such third-party software.

11. CHOICE OF LAW AND VENUE.

This Agreement shall be governed by the Federal laws of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods shall not apply. The parties agree that the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement=.

12. GENERAL.

12.1 Notices. All notices must be in writing and shall be mailed by registered or certified mail to Legal Department, 7171 Southwest Parkway, Building 400, Austin, Texas 78735, or sent via email to legal_team@solarwinds.com (with evidence of effective transmission).

12.2 Counterparts and Email Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties may exchange signature pages by email and such signatures shall be effective to bind the Parties.

12.3 Complete Agreement. This Agreement, any applicable Product-Specific Terms, the attached Software Support and Maintenance Terms and Conditions, and the SolarWinds Privacy Notice, constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

12.4 Modifications. This Agreement shall not be amended or modified except in a writing signed by authorized representatives of each party.

12.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

12.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

12.7 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

12.8 Construction. Paragraph headings are for convenience and shall have no effect on interpretation.

12.9 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

12.10 Government Use. SolarWinds' Software and Documentation was developed exclusively at private expense and is a "commercial item" as defined in Federal Acquisition Regulation ("FAR") 2.101, and any supplement is provided with no greater than RESTRICTED RIGHTS. Such Software and related items consist of "commercial computer software," "commercial computer software documentation," and commercial technical data as defined in the applicable acquisition regulations, including FAR 2.101 and FAR Part 12. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Software and Documentation is restricted by this Agreement and in accordance with Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.702 and FAR Section 12.212, and the Software and Documentation are licensed (i) only as commercial items; and (ii) with only the rights granted to commercial end users pursuant to this Agreement. Such Use is further restricted by FAR 52.227-14, 252.227-7015, or similar acquisition regulations, as applicable and amended. Except as described herein, all other Use is prohibited. This section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing government rights under this Agreement or any other contract which the Software or Documentation is acquired or licensed. Manufacturer is SolarWinds Worldwide, LLC, 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

12.11 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

12.12 Records. You will maintain and make available to SolarWinds on request all information and records necessary to demonstrate compliance with this Agreement. Upon written request, You shall provide SolarWinds with an affidavit declaring Your usage and installation of the licensed Software and Your compliance herewith. SolarWinds shall have the right, upon reasonable written notice to You, to conduct an inspection and audit of all relevant facilities and records of Yours solely to confirm compliance with this Agreement in relation to use and installation of the licensed Software (and the corresponding quotes relating to the Software). Such audit shall be conducted during regular business hours and shall not interfere with normal business activities. If SolarWinds determines that the licensed Software is in excess of the purchased Software, SolarWinds will invoice You for any underpayment of fees. If you elect instead, you may authorize SolarWinds to electronically access and audit Your use of the Software and compliance with this Agreement through Your computer systems and network via electronic means.

13. PRODUCT SPECIFIC TERMS. Software may be subject to product-specific terms that shall apply with respect to that Software product only ("Product-Specific Terms"). Product-Specific terms are available at <https://www.solarwinds.com/legal/legal-documents> and supersede any conflicting terms set forth herein only with respect to the Software product to which they apply. SolarWinds reserves the right to add or modify Product-Specific Terms. See Exhibit A for SolarWinds Observability Product-Specific Terms.

If You have licensed products subject to a prior product addendum ("Product Addendum") in an older agreement, the terms of the Product Addendum shall continue to apply to such products. Please visit the license archive page for prior Product Addenda.

Attachments:

- 1 Exhibit A SolarWinds Hybrid Cloud Observability Product-Specific Terms
2. Exhibit B Privacy Notice
2. Exhibit C Maintenance and Support Terms

SolarWinds Hybrid Cloud Observability Product-Specific Terms

The following terms complement the SolarWinds End User License Agreement (“Agreement”) associated with the applicable SolarWinds Order Form for SolarWinds Hybrid Cloud Observability.

A. Legacy SolarWinds Product Conversions: For customers that are converting from their legacy SolarWinds products to Hybrid Cloud Observability, the following terms apply:

1. The Hybrid Cloud Observability software bundle being purchased (the “Hybrid Cloud Observability Bundle”) replaces legacy products You have licensed previously from SolarWinds. These terms apply only to Your legacy products contained in the Hybrid Cloud Observability Bundle.
2. You acknowledge and agree that for any individual legacy products in the Hybrid Cloud Observability Bundle for which You hold prior licenses (“Prior Licenses”), such Prior Licenses are hereby terminated and converted into and superseded by the Hybrid Cloud Observability license reflected on your Order Form. You will be issued new license keys to replace the keys for the Prior Licenses. You agree to deactivate and uninstall the Prior Licenses for Your legacy products included in the Hybrid Cloud Observability Bundle within a commercially reasonable time upon activation of the new license keys. Accordingly, You agree that You will not run an instance of the Prior License(s) after such commercially reasonable time period upon activation of the Hybrid Cloud Observability license reflected in your Order Form.

B. For all Hybrid Cloud Observability Customers:

1. With the release of updates to SolarWinds Hybrid Cloud Observability, software as a service (“SaaS,” or “Software Services”) functionality may be enabled by Customer. Prior to using the Software Services, Customer will be required to accept additional terms relevant to SolarWinds’ Software Services that supplement the Agreement (the “SaaS Supplement”). The SaaS Supplement is attached hereto and available at <https://www.solarwinds.com/legal/saas-supplement>. You may not use the Software Services if you do not accept the SaaS Supplement.



Exhibit A-1 SaaS Supplement

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SOLARWINDS SAAS SUPPLEMENTAL TERMS AND CONDITIONS

These SaaS Supplemental Terms and Conditions (the “SaaS Supplement”) supplement Your End User License Agreement (“EULA”), which governs the use of Your on-premises Software (as defined in the EULA) and applies only to Your use of SolarWinds’ Software Services (as defined below) that may be accessed from, and use data residing in, Your on-premises Software. In the event of any conflict between this SaaS Supplement and your EULA, the terms of this SaaS Supplement shall govern with respect to Your use of the Software Services only.

Terms applicable to the Software under the EULA shall also apply to the Software Services unless otherwise modified or set forth in this SaaS Supplement.

1 DEFINITIONS

For purposes of this SaaS Supplement, the following definitions apply:

- **Agreement** means, in addition to the EULA, this SaaS Supplement and SolarWinds’ Data Processing Addendum.
- **Client(s)** means, if You are an MSP, Your customer(s), if applicable.
- **Data Processing Addendum** means the terms of SolarWinds’ [data processing addendum](#) and includes the EU Standard Contractual Clauses or other geographically appropriate method of transfer of personal data, which are all incorporated herein by reference.
- **MSP** means a managed service provider, or a company that is authorized to use the Software Services to support a third party.
- **Software** means, in addition to the definition in the EULA, the object code versions of any downloadable software provided by SolarWinds under this SaaS Supplement solely for the purpose of accessing the Software Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements thereto, owned and provided by SolarWinds to You.
- **Software Services** means, collectively with the Software provided under this SaaS Supplement for use with the Software Services, the products and software services (including any application programming interface that accesses functionality) that are provided to You by SolarWinds as a cloud offering.
- **Support** means the standard maintenance or support provided by SolarWinds or its designated agents as set forth in this Agreement, if applicable to You.
- **Documentation** means, in addition to the definition in the EULA, the official user documentation prepared and provided by SolarWinds on the use of the Software Services (as updated from time to time).
- **User** means, in addition to the definition in the EULA, an individual authorized by You to use the Software Services and Documentation, for whom You have purchased a subscription or to whom You have supplied a user identification and password.
- **Your Data** or **Data** means, in addition to the definition in the EULA, data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, stored, or submitted by You or Your Users related to Your or Your User’s use of the Software Services.

2 PROVISION OF SOFTWARE SERVICES; RESTRICTIONS

2.1 Access. Upon payment of fees and subject to Your ongoing compliance with the terms of this SaaS Supplement, SolarWinds hereby grants You a limited, nonexclusive, non-transferable license to access and use the Software Services (and install the Software, if applicable) and Documentation during the Term. You may provide, make available to, or permit Your Users to use or access the Software Services or Documentation. You agree that SolarWinds may deliver the Software Services to You with the assistance of its Affiliates, licensors, and service providers. SolarWinds will not materially reduce the level of performance, functionality, security, or availability of the Software Services during the Term. If SolarWinds decides to end of life the Software Services, it shall be in accordance with SolarWinds [End of Life Policy](#).

2.2 Upgrading/Downgrading Account Type. If applicable to Your subscription, You may, at any time, upgrade or downgrade Your SolarWinds account type. After an upgrade, You will be billed immediately for the additional fees due under the upgraded account type for the remaining time of the applicable Term. The amount due and owing for the upgraded account type will be reduced by the amount You have already paid for the applicable Term. You may downgrade your account type, upon thirty (30) days prior written notice to SolarWinds, provided, however, any modification in the amount due to SolarWinds due to any such downgrade will take effect only upon renewal and be reflected in your renewal invoice. . Downgrading Your

license may cause loss of content, features, or capacity as available to You under Your previous account type, and SolarWinds has no liability for such loss.

Further, if applicable, if You exceed the license capacity designated in Your Order Form, in addition to SolarWinds' other remedies, You will be charged additional fees, which will be reflected in a subsequent invoice provided to you.

2.3 Additional Restrictions. In addition to the restrictions set forth in the EULA, You may not (i) provide, make available to, or permit individuals other than Your Users to use or access the Software Services or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Software Services or Documentation (except for backup or archival purposes, which will not be used for transfer, distribution, sale, or installation on Your Devices); (iii) create, market, distribute add-ons or enhancements or incorporate into another product the Software Services without prior written consent of SolarWinds; (iv) remove any proprietary notices or labels on the Software Services or Documentation, unless authorized by SolarWinds in writing; (v) access or use the Software Services or Documentation if You (or any of Your Users) are a direct competitor of SolarWinds Worldwide; (vi) use the Software Services to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including any privacy rights; (vii) use the Software Services to violate any rights of others; (viii) use the Software Services to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology ("Viruses"); (ix) interfere with, impair, or disrupt the integrity or performance of the Software Services or any other third party's use of the Software Services; (x) use the Software Services in a manner that results in excessive use, bandwidth, or storage; or (xi) alter, circumvent, or provide the means to alter or circumvent the Software Services, including technical limitations, recurring fees, or usage limits; or (xii) perform or disclose any performance or vulnerability testing of the Software Services or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Software Services without SolarWinds' prior written approval

2.4 Section 2.4 of the EULA ("High Availability and/or Disaster Recovery Purpose License"), does not apply to the Software Services.

3 ADDITIONAL OBLIGATIONS

3.1 Your Obligations. In addition to Your Obligations set forth in the EULA, You acknowledge and agree that: (i) You will establish a constant internet connection and electrical supply for the use of the Software Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Software Services are used only with public domain or properly licensed third party materials; (ii) You will install the latest version of the Software on Devices accessing or using the Software Services; and (iii) You will keep your registration information, billing information, passwords and technical data accurate, complete, secure and current for as long as You subscribe to the Software Services.

3.2 Terms Applicable to MSP. If You are an MSP, You further acknowledge, agree, and warrant that: (i) You have sufficient technical infrastructure, knowledge, and expertise to perform Your duties for Your Clients; (ii) You will provide all sales, problem resolution, and support services to Your Clients; (iii) You will be responsible for billing, invoicing, and collection for Your Clients; and (iv) You will operate at Your own expense and risk under Your own name as an MSP.

3.3 Reserved.

4 OWNERSHIP

4.1 Ownership of SolarWinds Intellectual Property. The Software Services and Documentation are licensed, not sold. Use or "purchase" in conjunction with licenses of the Software Services and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by SolarWinds to You, You acknowledge and agree that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Software Services) and other proprietary rights, arising out of or relating to the Software Services and the Documentation (including the provision thereof), belong exclusively to SolarWinds or its suppliers or licensors.

4.2 Your Data. You and Your Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Your Data. SolarWinds' right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Your Data are implied.

SolarWinds and its Affiliates may remove Your Data or any other data, information, or content of data or files used, stored, processed or otherwise by You or Your Users that SolarWinds, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass or otherwise in a way not intended for appropriate use of the Software Services; or (e) infringing the intellectual property rights or any other rights of any third party.

5 DATA PROTECTION. You acknowledge, represent and warrant that You and Your Users, regarding processing of Personal Data hereunder, shall be the data controller (and SolarWinds, the data processor) related to SolarWinds's assistance with the necessary operation and function of the Software Services and You and Your Users will determine the purpose and manner in which such Personal Data is, or will be, processed. SolarWinds and its Affiliates will process Personal Data to provide

assistance with the necessary operation and function of the Software Services in accordance with SolarWinds' [Data Processing Addendum](#) or such other geographically appropriate mechanism for the transfer of Personal Data as is applicable. You are responsible for ensuring that the security of the Software Services is appropriate for Your intended use and the storage, hosting, or processing of Personal Data.

6 DISCLAIMER

6.1 General. SOLARWINDS WARRANTS THAT THE SOFTWARE SERVICES PROVIDED HEREUNDER WILL, FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF THE SOFTWARE SERVICES BECOMING AVAILABLE TO YOU, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION. EXCEPT AS EXPRESSLY SET FORTH BELOW. In the event You notify SolarWinds of a breach of the foregoing warranty before the end of the warranty period by providing a detailed explanation of where the Software Services fail to comply with the applicable Documentation, the Ordering Activity's sole and exclusive remedy and SolarWinds sole liability is to provide repair or replacement of the affected Software Services. Notwithstanding anything to the contrary set forth in the EULA, THE SOFTWARE SERVICES AND DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. SOLARWINDS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF YOUR DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SOFTWARE SERVICES, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO YOU UNDER THIS AGREEMENT. SOLARWINDS DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SOFTWARE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT DEFECTS IN THE SOFTWARE SERVICES WILL BE CORRECTED. EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE THE SOFTWARE SERVICES, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES.

6.2 Backup Disclaimer. IN ADDITION TO THE OTHER TERMS AND CONDITIONS HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR DATA MAY NOT BE AVAILABLE OR RESTORABLE IF (1) YOU UTILIZE THE SOFTWARE SERVICES IN EXCESS OF THE AMOUNT YOU ORDERED; (2) A COPY OF YOUR DATA WAS NOT COMPLETED OR THE DATA YOU ARE SEEKING TO RECOVER HAD NOT YET BEEN BACKED UP BASED ON THE TIMING OF WHAT WAS DELETED; (3) YOU ATTEMPT TO BACK UP DEVICES, FILES, FOLDERS, OR DRIVES NOT SUPPORTED BY THE SOFTWARE SERVICES AS SET FORTH IN THE DOCUMENTATION; (4) YOU DESELECT OR DELETE A DEVICE, FILE, FOLDER, OR DRIVE FROM YOUR SOLARWINDS ACCOUNT, FROM YOUR DEVICE, OR FROM BEING BACKED UP BY THE SOFTWARE SERVICES; (5) YOU MODIFY YOUR OPERATING SYSTEM IN A MANNER THAT BREAKS COMPATIBILITY OR INHIBITS THE FUNCTIONALITY OF THE SOFTWARE SERVICES; (6) YOUR COMPUTER IS UNABLE TO ACCESS THE INTERNET OR SOLARWINDS INFRASTRUCTURE; ; (7) YOU FAIL TO COMPLY WITH THE AGREEMENT OR DOCUMENTATION WITH RESPECT TO APPROPRIATE BACKUP PROCEDURES; OR (8) YOU TERMINATE OR DO NOT RENEW YOUR SUBSCRIPTION TO THE SOFTWARE SERVICES AND FAIL TO RETREIVVE YOUR DATA PRIOR TO THIRTY DAYS FROM THE END OF THE APPLICABLE TERM.

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Exhibit B Privacy Notice

SolarWinds Privacy Notice

- Last updated 6 December 2022

SolarWinds Corporation US, SolarWinds Worldwide, LLC, SolarWinds Software Europe DAC and our affiliated companies and subsidiaries ("**SolarWinds**," "**we**," "**us**" or "**our**") recognize the importance of privacy, security, and transparency. In this Privacy Notice, we explain how we collect, use, and disclose Personal Data as a "controller" or a "business" and the choices individuals have regarding their Personal Data. We also explain your rights as a data subject (or consumer) and how to get in touch with us regarding our processing of your Personal Data.

Further information about SolarWinds' efforts and commitment to data privacy and security can be found in our [Security Statement](#) and on the SolarWinds [website](#). For a list of our affiliated companies please refer to our [Sub-Processor List](#).

- Our Services

SolarWinds services include IT management and monitoring solutions, such as network, systems and database management, security solutions, applications and infrastructure monitoring ("**Services**"), which may be offered or purchased, directly and through distributors and resellers.

- Scope of this Privacy Notice/Overview

SolarWinds collects Personal Data as part of its normal business operations and in the administration of customer relationships. "**Customers**" include our customers and visitors to the SolarWinds website(s), our business partners, and individuals who register to use our products and Services, or to attend corporate events. References to "**Personal Data**" in this Privacy Notice means information that identifies or relates to an identifiable individual or is linked or reasonably linkable to an individual.

This Privacy Notice applies to and describes the Personal Data that we collect as a "data controller" or a "business," including the Personal Data that we collect about:

- Visitors of the SolarWinds website(s);
- Business partners;
- Individuals who register to use our products and Services;
- Individuals who register for or attend our webinars, conferences, and other events;
- or
- Other individuals who communicate or interact with us about our products, Services, or business.

This Privacy Notice does not apply to the Personal Data that we collect and process about employees, applicants and contractors; different privacy notices apply to those data sets. Further, this Privacy Notice does not apply to the Personal Data that we receive, process or store on behalf of our Customers ("**Customer Data**"), as further explained below.

- Customer Data

We are a “processor” or “service provider” for Customer Data and process Customer Data on behalf of and in accordance with the instructions of our Customers, who are the “controllers” or “businesses” for their respective Customer Data. Customer Data is owned and controlled by our Customers. Customer Data may include information from the end points and other systems, tools, or devices that Customers manage or monitor using our Services, and end user data related to activities on the relevant networks and systems. It may also include event logs, end user information (such as IP address, email address and computer name), and other Personal Data, where relevant. Our Customers’ respective privacy policies apply to and govern the processing of Customer Data, not this Privacy Notice. For privacy information related to Customer Data, please reach out to the Customer directly. Our Customers’ privacy and security practices are their own and differ from those set forth in this Privacy Notice.

- Other Notices

Additional disclosures or information about processing of Personal Data related to specific websites, mobile applications, products, services, or programs may be provided to you. These may supplement and/or clarify SolarWinds privacy practices in specific circumstances and provide you with additional choices as to how SolarWinds may process your Personal Data.

- Categories of Personal Data Collected

The Personal Data we collect, and how we use it, varies depending upon the nature of our relationship and interactions with you. We collect the following types of Personal Data:

- **Identifiers:** includes direct identifiers, such as name, username, account name, address, phone number, email address, online identifiers, IP address, or other similar identifiers.
- **Customer records:** includes Personal Data, such as name, signature, contact information, and payment information that individuals provide us in order to purchase or obtain our products and Services. We may also collect billing address, financial accounts, credit card information, order details, subscription and license information, and usage details. In addition, we collect user credentials and profile data (name, contact, authorized users).
- **Customer Support and Service information:** when Customers contact us for support or other customer service requests, we maintain support tickets and other records related to the requests. We may also collect call recordings related to support and customer service-related calls.
- **Commercial information:** includes records, products, or Services purchased, obtained, or considered, or other purchasing or use histories.
- **Usage details:** we collect information about Customers’ usage of our Services, including IP address, Customer ID, email address, domain, date time and duration of visits to our websites, page visits, information about your computer or device including browser type, and other usage statistics, such as browsing history, clickstream data, search history, access logs, and other usage data and information regarding an individual’s interaction with our websites and Services, our marketing emails and online ads.

- **Geolocation data:** includes precise location information about a particular individual or device.
- **Audio, video and electronic data:** includes audio, electronic, visual, or similar information, such as CCTV footage (e.g., collected from visitors to our offices) and call recordings (e.g. of Customer support calls).
- **Professional information:** includes professional and employment-related information, such as current and former employer(s) and position(s) and business contact information.
- **Inferences:** includes inferences drawn from other personal information that we collect to create a profile reflecting an individual's preferences, behavior, or other characteristics. For example, we may analyze Personal Data in order to identify the offers and information that may be most relevant to Customers, so that we can better reach them with relevant offers and ads.
- Use of Personal Data

Certain laws, including the GDPR and UK GDPR, require that we inform you of the purposes for using your Personal Data and the legal bases for this processing. The following table explains why we process particular categories of Personal Data.

Purpose of use	Category of Personal Data used	Legal basis for use
Operating websites and Services and providing related support: to provide and operate the Services, communicate with you about your use of the Services, provide troubleshooting and technical support, respond to your inquiries, fulfill your orders and requests, process your payments, communicate with you, and for similar service and support purposes.	<ul style="list-style-type: none"> ○ Identifiers ○ Customer records 	Performance of our contract with you
Responding to requests: to respond to your inquiries and requests.	<ul style="list-style-type: none"> ○ Identifiers ○ Customer records ○ Customer Support and Service information ○ Commercial information ○ Usage details ○ Geolocation data ○ Audio, video and electronic data 	Performance of our contract with you
Analyzing and improving our websites, the Services, and our	<ul style="list-style-type: none"> ○ Identifiers ○ Customer records 	Our legitimate interests

Purpose of use	Category of Personal Data used	Legal basis for use
business: to better understand how you access and use the Services, in order to administer, monitor, and improve our Services, for our internal purposes, and for other research and analytical purposes including machine learning, and artificial intelligence.	<ul style="list-style-type: none"> ○ Customer Support and Service information ○ Commercial information ○ Usage details ○ Geolocation data ○ Audio, video and electronic data ○ Inferences 	
Personalizing experiences: to tailor content we may send or display on our websites, including to offer location customization and personalized help and instructions, and to otherwise personalize your experiences.	<ul style="list-style-type: none"> ○ Identifiers ○ Customer records ○ Customer Support and Service information ○ Commercial information ○ Usage details ○ Geolocation data ○ Audio, video and electronic data ○ Inferences 	Our legitimate interests
Advertising and marketing to Customers: to promote our Services on third party websites, as well as for direct marketing purposes, including sending you newsletters, Customer alerts and information we think may interest you.	<ul style="list-style-type: none"> ○ Identifiers ○ Customer records ○ Customer Support and Service information ○ Commercial information ○ Usage details ○ Geolocation data ○ Audio, video and electronic data ○ Inferences 	Our legitimate interests and/or with your consent, where required
Protecting our legal rights and preventing misuse: to protect the Services and our business operations; to prevent, detect and investigate fraud, misuse, harassment or other types of unlawful activities; where we believe necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving	<ul style="list-style-type: none"> ○ Identifiers ○ Customer records ○ Customer Support and Service information ○ Commercial information ○ Usage details ○ Geolocation data 	Our legitimate interests and/or compliance with laws

Purpose of use	Category of Personal Data used	Legal basis for use
potential threats to the safety or legal rights of any person or third party, or violations of this policy and our applicable agreements and terms of use.		

Complying with legal

obligations: to comply with the law or legal proceedings. For example, we may disclose information in response to subpoenas, court orders, and other lawful requests by regulators and law enforcement, including responding to national security or law enforcement disclosure requirements.

- Identifiers
- Customer records
- Commercial information
- Usage details
- Professional information

Our legitimate interests; and/or compliance with laws

Related to our general business operations: to consider and implement mergers, acquisitions, reorganizations, and other business transactions, and where necessary to the administration of our general business, accounting, recordkeeping and legal functions.

- Identifiers
- Customer records
- Customer Support and Service information
- Commercial information
- Usage details
- Professional information

Our legitimate interests; and/or compliance with laws

Legitimate Interests. In all cases where legitimate interests are relied upon as a lawful basis, we take steps to ensure that our legitimate interests are not outweighed by any prejudice to your rights and freedoms. This is achieved in a number of ways, including the application of principles of data minimization and security, and by taking steps to ensure that Personal Data is collected only where it is relevant and is reasonably necessary for the legitimate purposes for which we use it.

Compliance with a legal obligation. As outlined above, we may process information to comply with a legal obligation including, for example, to access, preserve or disclose certain information if there is a valid legal request. Please contact us if you have questions on the laws that may require us to process information including Personal Data.

California Residents. If you are a California resident, please be sure to review the section Additional Information for Individuals in Certain Jurisdictions below for important information about our privacy practices and your rights under California privacy laws, including your right to submit a “Do not sell my personal information” request.

- How We Collect Personal Data

SolarWinds collects Personal Data through its normal business operations and in the administration of Customer relationships, which may include:

- **Data Submitted on Websites.** In order to enjoy the full functionality of the websites or to conduct business with us, you may be prompted to provide certain Personal Data to us:
 - By filling in forms (for example, a “Contact Us” form) on our websites, at a trade show, or anywhere else we conduct business;
 - By downloading or accessing the SolarWinds Services;
 - By downloading documentation from our websites;
 - By subscribing to newsletters or other communications; or
 - By corresponding with us by phone, e-mail, or otherwise using our contact details. Typically, Personal Data includes name, business affiliation, business address, telephone number, and email address, and any other personal details provided or required to resolve inquiries or complaints.
- **Customer Support and Service.** When Customers contact us for support or other customer service requests, we maintain support tickets and other records related to the requests. We may also collect call recordings related to support and customer service-related calls.
- **Business Contact and Customer Relationship Management.** We collect and maintain information about our Customers, including from social networks, which may include company name, business contact name and title, phone number, email, and other contact details. We may also collect billing address, financial account, credit card information, order details, subscription and license information, and usage details. In addition, we collect user credential and profile data (name, contact, authorized users).
- **Usage Details.** We collect information about Customers’ usage of our Services, including IP address, Customer ID, email address, and other usage statistics. We do not collect usage details about Customer end users, except as necessary to provide and support the Services requested by Customers. When you visit our websites, our server automatically collects certain browser or device-generated information, which may in some cases constitute Personal Data, including but not limited to:
 - Your domain;
 - Your IP address;
 - The date, time, and duration of your visit;
 - Your browser type;
 - Your operating system;
 - Your page visits;
 - Information from third parties;
 - Other information about your computer or device; or
 - Internet traffic.
- **Internet traffic.** We also obtain Personal Data about Customers from third parties unless prohibited by applicable law, including third parties from whom we have purchased Personal Data, public databases, resellers, channel partners, and marketing partners. We combine this information with Personal Data provided by you. This helps us to update, expand, and analyze our records, identify new customers, and create more tailored advertising to provide services that may be of interest to you.

- **Cookies.** Our websites use cookies. More information about our use of cookies can be found in our Cookie Policy here: <https://www.solarwinds.com/cookies>.
- **Aggregate and De-identified Data.** We may de-identify and aggregate Personal Data we collect such that the data no longer identifies or can be linked to a particular Customer or an individual data subject ("**De-Identified Data**"), subject to the terms of any applicable customer agreements. We may use this De-Identified Data to improve our Services, analyze trends, publish market research, and for other marketing, research, or statistical purposes, and may disclose such data to third parties for these specific purposes.

Other Data. SolarWinds collects, uses and maintains certain other data related to its business and the Services it provides to Customers, which is not Personal Data; this Privacy Notice does not restrict our use and processing of such data.

- **Disclosures of Personal Data**

SolarWinds is a global group of companies, and we share Personal Data with our affiliated businesses as part of our business operations and administration of the Services. We may also appoint third party service providers (who will operate under our instructions) to assist us in providing information, products or services to you, in conducting and managing our business, or in managing and improving our Services or the websites. SolarWinds may share your Personal Data with these affiliates and third parties to perform Services on SolarWinds's behalf, subject to appropriate contractual restrictions and security measures. In general, we may disclose Personal Data as follows:

- **Customers:** if you use, access or communicate with us about our Services on behalf of your company (our Customer), we may share Personal Data about your access, and your communications or requests, with the relevant Customer.
- **Service providers:** to third party service providers who perform functions on our behalf. Third party service providers will only process your Personal Data in accordance with our instructions and will implement adequate security measures to protect your Personal Data.
- **Advertising and analytics partners:** to third parties we engage to provide advertising, campaign measurement, online and mobile analytics, and related services to us (with your consent, where required by applicable laws).
- **In response to legal process:** in order to comply with the law, judicial proceedings, a court order, or other legal process, such as in response to a subpoena.
- **To protect our rights:** where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of the SolarWinds Terms of Use or this Policy, to respond to claims asserted against us, or as evidence in litigation in which we are involved.
- **Business transfers:** as part of any merger, sale, and transfer of our assets, acquisition, or restructuring of all or part of our business, bankruptcy, or similar event, including related to due diligence conducted prior to such event where permitted by law.

Aggregate or Anonymous Data. We also may share aggregate, anonymous, or de-identified data with third parties for research, analytics, and other purposes, provided such information does not identify an individual.

- International Transfers of Personal Data

SolarWinds and our service providers may transfer your Personal Data to, or access it in, jurisdictions that do not include equivalent levels of data protection as your home jurisdiction. This includes the United States and other jurisdictions where we, our affiliates, and service providers have operations. In addition, our subprocessors are located around the world, as described in our [subprocessor list](#). We will take steps to ensure that your Personal Data receives an adequate level of protection in the jurisdictions in which we process it, that is essentially equivalent to the level of protection afforded to your Personal Data in your home jurisdiction, including through appropriate written data processing terms and/or data transfer agreements.

Individuals in the European Economic Area (EEA) and United Kingdom (UK). If you are in the EEA or the UK, and we process your Personal Data in a jurisdiction that the European Commission has deemed to not provide an adequate level of data protection (a “third country”), we will implement measures to adequately protect your personal data, including by putting in place standard contractual clauses for international transfers of personal data, as approved by the European Commission (the form for the standard contractual clauses can be viewed [here](#)). To obtain additional details of the mechanism under which your Personal Data is transferred outside of the EEA or UK, you may request such details by contacting privacy@SolarWinds.com.

- Children

The SolarWinds websites, Services and portal are not for use by children under the age of 16 years and SolarWinds does not knowingly collect, store, share or use the Personal Data of children under 16 years. If you are under the age of 16 years, please do not provide any Personal Data to SolarWinds, even if prompted to do so. If you are under the age of 16 years and you have provided Personal Data, please ask your parent(s) or guardian(s) to notify SolarWinds, and SolarWinds will delete all such Personal Data.

- Marketing

Where lawful to do so, and subject to your consent where required, we may communicate with Customers (and related business contacts) about our Services. If you wish to unsubscribe from receiving marketing communications, please visit the Email Preference Center on our website or use the Email Preference Center link in our promotional emails to request cessation of these communications.

- Security

SolarWinds maintains (and requires its service providers to maintain) organizational and technical measures designed to protect the security and confidentiality of Personal Data we process. Various measures that SolarWinds utilizes are further described in our [Security Statement](#). However, no environment or security procedures or protocols are ever guaranteed to be 100% secure or error-free. Accordingly, we cannot be held responsible for unauthorized or unintended access that is beyond our control. We encourage you to take care when disclosing Personal Data online and use readily available tools and security measures to protect yourself online.

- Retention of Personal Data

We generally keep Personal Data for as long as necessary to fulfill the purposes for which it was collected. In some circumstances, however, we may retain Personal Data for other periods of time, including where we are required to do so in accordance with legal, tax, and accounting requirements or if required to do so by a legal process, legal authority, or other governmental entity capable of making this request. In specific circumstances, we may also retain your Personal Data for longer periods of time, which may correspond to a statute of limitations, so that we have an accurate record of your dealings with us in the event of any complaints or challenges.

- Third Party Links

The websites may contain links to third party websites. SolarWinds does not control and is not responsible for the privacy practices of such websites. We encourage you to review the privacy policies of these third-party websites. SolarWinds accepts no responsibility arising from or regarding such third-party websites.

- Privacy Rights and Choices

In this section, we describe the rights and choices you have regarding your Personal Data. You may submit a request to exercise your rights in respect of your Personal Data to us [here](#). We will respond to your request as is required under applicable law. In certain jurisdictions you have further rights in respect of your Personal Data, please see the Additional Information for Individuals in Certain Jurisdictions section of this Notice, below.

If you would like to submit a request relating to Customer Data, you should contact the relevant Customer directly; if you submit a request to us related to Customer Data, we will forward your request to the relevant Customer (where known) so that they may respond to your request.

Access, correction, and deletion. You may submit requests for access, correction, or deletion to us as directed above by contacting us [here](#). We will process your request in accordance with applicable privacy laws. We may ask you for additional information so that we can confirm your identity or process your request.

Direct marketing. You may always opt out of direct marketing emails. If you would like to unsubscribe from SolarWinds marketing emails or otherwise change your email preferences, go to our Email Preference Center on our Site or use the Email Preference Center link in our promotional emails to request cessation of these communications. We may continue to send you transactional or service-related communications, such as service announcements and administrative messages.

Complaints. If you have any concerns about our use of your Personal Data, you can make a complaint to us at privacy@SolarWinds.com. We will take steps to try to resolve any complaint you raise regarding our treatment of your Personal Data. You also have the right to raise a complaint with the privacy regulator in your jurisdiction. You can file a complaint with our principal supervisory authority, the Irish Data Protection Commission in Ireland or with your local data protection authority where applicable. Please contact us at privacy@SolarWinds.com if you have any questions about how to raise a complaint.

Additional information for certain jurisdictions. In the section Additional Information for Certain Jurisdictions below, we provide additional information as required under California privacy laws, as well as the GDPR, UK GDPR, and the LGPD. Users in California, the EEA and the UK should review this section for more information regarding their rights under these respective laws.

- Changes to Our Privacy Notice

SolarWinds will review and update this Privacy Notice periodically to respond to changing legal, technical, and business developments. We will note the date of its most recent revision herein. We will notify you directly where we have made substantial updates to this Privacy Notice, and we also recommend that you review this Privacy Notice periodically. Changes to this Privacy Notice will not in any way change the Ordering Activity's rights to use the software. This notice does not modify the license agreement and the parties agree any changes to the license agreement will not be effective unless and until both parties sign a written agreement updating such terms.

Contact Information

If you have any questions in relation to this Privacy Notice, please contact us at privacy@SolarWinds.com.

- Additional Information for Individuals in Certain Jurisdictions

Additional Information for EEA/UK Users. If you are a data subject located in the EEA and the UK, you have the following rights under the GDPR/UK GDPR (as applicable) in respect of your Personal Data:

- To **obtain a copy** of your Personal Data together with information about how and on what basis that Personal Data is processed;
- To **rectify** inaccurate Personal Data (including the right to have incomplete Personal Data completed);
- In limited circumstances, to **port your data** in machine-readable format to a third party (or to you) when we justify our processing on the basis of your consent or the performance of a contract with you;
- To **request the erasure** your Personal Data in certain circumstances, such as where it is no longer necessary in relation to the purposes for which it was collected or processed;
- To **object to the processing** of your Personal Data where that processing is based on our legitimate interests. We will no longer process Personal Data where you have so objected, unless we demonstrate compelling legitimate grounds for the processing that override the interests, rights and freedoms of you as data subject, or for the establishment, exercise or defense of legal claims. You also have the right to object at any time to any processing of your Personal Data for direct marketing purposes, including profiling for marketing purposes.
- To **restrict the processing** of your Personal Data, where you have objected to the processing of your personal data, where you have contested to accuracy of your data, where it has been established that processing is unlawful or where you require your personal data for a legal claim.

- To **withdraw your consent** to our processing of your Personal Data (where that processing is based on your consent). This will not affect the lawfulness of processing based on consent before that consent is withdrawn; and
- To **obtain or see a copy of the appropriate safeguards** under which your Personal Data is transferred to a third country or international organization.

You also have the right to lodge a complaint with your local supervisory authority for data protection.

To exercise such rights, please contact us at privacy@SolarWinds.com or submit a personal data request at [Personal Data Request Inquiry](#). Please note that we may request proof of identity, and we reserve the right to charge a fee and/or refuse to act on a request where permitted by law, especially if your request is manifestly unfounded or excessive. We will endeavor to respond to your request within all applicable timeframes required by law.

If you contact us regarding Customer Data for which we are a data processor, we will attempt to refer your request to the relevant Customer as data controller for your Personal Data. You may also reach out to that Customer directly.

Additional Information for California Residents. In this section, we provide additional information to California residents about how we handle their personal information, as required under California privacy laws including the California Consumer Privacy Act (“CCPA”). This section does not address or apply to our collection and processing of:

- **Customer Data:** as noted above, we are a “service provider” or “processor” for such data, which means that our processing of Customer Data on behalf of a Customer is subject to our contractual agreements with that Customer. We only process Customer Data on behalf of the relevant Customer and in compliance with our applicable agreements with the respective Customer.
- **Data that Is Exempt from CCPA:** including publicly available information lawfully made available by state or federal government records or other personal information that is exempt under the CCPA.

While our collection, use, and disclosure of personal information varies based upon our relationship and interactions with you, in this section we describe, generally, how we have collected and disclosed personal information about California residents in the prior 12 months (from the last updated date above).

Categories of personal information collected and disclosed. The table below identifies the categories of personal information (as defined by the CCPA) we have collected about California residents within the last 12 months, as well as how we have disclosed such information for a business purpose. For more information about the business and commercial purposes for which we collect, use, and disclose personal information, please see the *Use of Personal Data* and *Disclosures of Personal Data* sections above.

Personal information collected from CA residents**Categories of third parties to whom we may disclose information of CA residents****Categories****Description****Identifiers**

Includes direct identifiers, such as name, alias user ID, username, account number; email address, phone number, address and other contact information; IP address and other online identifiers; other government identifiers; and other similar identifiers.

- service providers
- advisors and agents
- government entities and law enforcement (to the extent required by law)
- affiliates and subsidiaries
- advertising networks
- data analytics providers
- social networks
- internet service providers
- operating systems and platforms
- business customers

Customer Records

Includes personal information, such as name, account name, user ID, contact information, employment information, account number, and financial or payment information, that individuals provide us in order to purchase or obtain our products and services. [For example, this may include account registration information, or information collected when an individual purchases or orders our products and services, or enters into an agreement with us related to our products and services.

- service providers
- advisors and agents
- government entities and law enforcement (to the extent required by law)
- our affiliates and subsidiaries
- business partners who provide services you request

Commercial Information

Includes records of personal property, products or services purchased, obtained, or considered, or other purchasing or use histories or tendencies.

- service providers
- advisors and agents
- government entities and law enforcement (to the extent required by law)
- affiliates and subsidiaries
- advertising networks
- data analytics providers
- social networks
- internet service providers
- operating systems and platforms
- data brokers
- business customers

Personal information collected from CA residents		Categories of third parties to whom we may disclose information of CA residents
Categories	Description	
Usage Details	Includes browsing history, clickstream data, geolocation data, search history, access logs and other usage data and information regarding an individual's interaction with our websites, mobile apps, and other Services, and our marketing emails and online ads.	<ul style="list-style-type: none"> ○ service providers ○ advisors and agents ○ government entities and law enforcement (to the extent required by law) ○ affiliates and subsidiaries ○ advertising networks ○ data analytics providers ○ social networks ○ internet service providers ○ operating systems and platforms
Audio, Video and Electronic Data	Includes audio, electronic, visual, thermal, olfactory, or similar information, such as thermal screenings and CCTV footage (e.g., collected from visitors to our offices/premises), photographs and images (e.g., that you provide us or post to your profile) and call recordings (e.g., of customer support calls).	<ul style="list-style-type: none"> ○ service providers ○ advisors and agents ○ government entities and law enforcement (to the extent required by law) ○ affiliates and subsidiaries
Professional Information	Includes professional and employment-related information such as business contact information and professional memberships.	<ul style="list-style-type: none"> ○ service providers ○ advisors and agents ○ government entities and law enforcement (to the extent required by law) ○ affiliates and subsidiaries
Inferences	Includes inferences drawn from other personal information that we collect to create a profile reflecting an individual's preferences, characteristics, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes. For example, we may analyze personal information in order to identify the offers and information that may be most relevant to Customers, so that we can better reach them with relevant	<ul style="list-style-type: none"> ○ service providers ○ advisors and agents ○ government entities and law enforcement (to the extent required by law) ○ our affiliates and subsidiaries ○ analytics providers

Personal information collected from CA residents

Categories of third parties to whom we may disclose information of CA residents

Categories

Description

offers and ads.

Sales of personal information. The CCPA defines “sell” broadly to include disclosing or making available personal information to a third party in order to receive certain benefits or services from them. While we do not “sell” personal information to third parties in exchange for monetary compensation, we may make personal information available, which may be defined as a sale by the CCPA; this is common practice among companies that operate online, such as when we make browsing information available to third party ad companies (through third party tags on our Sites) in order to improve and measure our ad campaigns and reach users with more relevant ads and content. As defined by the CCPA, we may “sell” usage details and identifiers to third party advertising networks, social networks, and data analytics providers. To learn more, please see the *Cookies* section of our Privacy Notice and our *Cookie Policy*.

Sources of personal information. As further described in the “How We Collect Personal” section in the body of this Privacy Notice, above, we may collect personal information from the following sources:

- Our Customers
- Business partners and affiliates
- Directly from the individual
- Advertising networks
- Data analytics providers
- Social networks
- Internet service providers
- Operating systems and platforms
- Publicly available sources

California residents’ rights. In general, California residents have the following rights with respect to their personal information:

- **Do-not-sell (opt out):** to opt out of our sale of their personal information (via cookies, web beacons, and tags on our Sites), by using our preference manager. We do not knowingly sell personal information about California residents younger than 16.
- **Right of deletion:** to request deletion of their personal information that we have collected about them and to have such personal information deleted (without charge), subject to certain exceptions.
- **Right to know:** with respect to the personal information we have collected about them in the prior 12 months, to require that we disclose the following to them (up to twice per year and subject to certain exemptions):
 - Categories of personal information collected;

- Categories of sources of personal information;
- Categories of personal information about them we have disclosed for a business purpose or sold;
- Categories of third parties to whom we have sold or disclosed for a business purpose their personal information;
- The business or commercial purposes for collecting or selling their personal information; and
- A copy of the specific pieces of personal information we have collected about them.
- **Right to non-discrimination:** the right not to be subject to discriminatory treatment for exercising their rights under the CCPA.

Submitting CCPA requests. California residents may submit CCPA requests:

- Online at the SolarWinds data subject request form;
- By emailing privacy@SolarWinds.com with the subject line “California Rights Request: California Consumer Rights”; or
- California residents also may opt out of sales of their personal information (via cookies and tags on our Sites), by using our preference manager.

When you submit a request to know or delete, we will need to verify your identity before processing your request, which may require us to request additional personal information from you or require you to log into your account, if you have one. In certain circumstances, we may decline or limit your request, particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law. Authorized agents may initiate a request on behalf of another individual by contacting us as set forth in the Contact Information section above. Authorized agents will be required to provide proof of their authorization, and we may also require that the relevant consumer directly verify their identity and the authority of the authorized agent.

California’s “Shine the Light” law. California’s “Shine the Light” law (Civil Code Section §1798.83) provides certain rights to California residents free of charge, information about the personal information (if any) we have shared with third parties for their own direct marketing purposes; such requests may be made once per calendar year for information about any relevant third party sharing in the prior calendar year (e.g., requests submitted in 2021 would be applicable to relevant disclosures (if any) in 2020). If you are a California resident and would like to make such a request, please submit your request in writing by emailing us at privacy@SolarWinds.com using the subject line “Request for California STL Information.” In your request, please attest to the fact that you are a California resident and provide a current California address. We will reply to valid requests by sending a response to the email address from which you submitted your request. Please note that not all information sharing is covered by the “Shine the Light” requirements and only information on covered sharing and the relevant details required by the Shine the Light law will be included in our response.

For more information about our privacy practices, you may contact us as set forth in the *Contact Information* section above.

Exhibit C - SolarWinds Maintenance & Support Terms

20221122

These SolarWinds Support and Maintenance Terms and Conditions (“**Support Terms and Conditions**”) supplement the agreement governing your use of the SolarWinds Products (defined below) (the “**Agreement**”) and govern the delivery of any standard Support (defined below). Defined terms have the meaning set forth in these Support Terms and Conditions and apply to the “**Ordering Activity**” defined as the Government Customer (Agency) who, under the GSA MAS Program which is further defined as an “entity authorized to order under GSA Schedule Contracts” (“**You**” or “**Company**”).

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 the 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 the terms and conditions of this 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 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 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 SolarWinds' Customer Portal.

3. LIMITATIONS OF 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 explicit request by You, You acknowledge that SolarWinds may perform Support that may be conditioned upon access to Your SolarWinds Product, Device(s), 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 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 SolarWinds Product, 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 SolarWinds Product 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 premise Software or other locally downloadable Software components, SolarWinds shall not be obligated to provide Support for any Release of the Software aside from the current and previous Release of the SolarWinds Product. 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 Support on its website. SolarWinds shall have no obligation to provide Support for Software that are 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 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 SolarWinds Product 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 any of the below-listed support services, the addendum identified below and attached shall also apply to supplement these Support Terms and Conditions only for the products and/or instance for which the Support Addendum is applicable.

Support	Addendum
SolarWinds Deployment	C-1 SolarWinds Deployment Addendum

Commercial Premium Support	C-2 SolarWinds Support Addendum for Commercial Premium Support
Federal Premium Support Addendum	C-3 Federal Premium Support Addendum*
Monalytic Deployment Services**	C-4 Monalytic Deployment Addendum**

* Level 5 services provided by Monalytic, Inc. (a SolarWinds company)

**Services provided (or subcontracted by) Monalytic, Inc.

Addendum C-1 SolarWinds Deployment Addendum

20221228

This SolarWinds deployment addendum (“Addendum”) complements the SolarWinds Support and Maintenance Terms (“Support Terms”) applicable to SolarWinds software licensed under the SolarWinds End User License Agreement (“EULA”; together the Support Terms and the EULA are the “Agreement”) and is entered into and agreed upon by and between you and your Affiliates (“Company” or “You”) and SolarWinds Worldwide, LLC (“SolarWinds”) when you order one of the deployment packages for a particular product as indicated on your order form and invoice. This Addendum is for deployment assistance and is limited to the scope below based on the level of service ordered (the “Deployment Services”). SolarWinds Deployment Services consists of three fixed-fee and fixed-scope deployment package options for small, medium, and large deployments. Each deployment service has predefined tasks and deliverables to assist customers during the planning phase, platform installation, configuration, observability and alerts setup, platform training, adoption, and expansion planning. The hours per package are consistent regardless of the SolarWinds product being deployed, but the scope varies slightly and is customized for the product. The product-specific scope document is linked in section 2 below.

This Addendum shall be effective: (a) if Company is a direct customer, as of the SolarWinds invoice date for the order containing Deployment Services or (b) if Company is an indirect customer, on the date of your email from SolarWinds including Your access to the SolarWinds customer portal (as applicable, the “Effective Date”). SolarWinds may subcontract all services set forth in this Addendum but will remain responsible for the delivery of the scope for the Deployment Service Level ordered.

All capitalized terms will have the meaning given to such terms in the Agreement unless a different meaning is provided in this Addendum. The parties agree that the following terms shall apply to Your purchase of Deployment Services. If there is a conflict between this Addendum and the Agreement, the Addendum shall control.

1. Active Maintenance. Company acknowledges that SolarWinds will provide Deployment Services for Company’s licenses under an active maintenance plan only.

2. Scope of Deployment Services. Subject to the Agreement, SolarWinds will, during the Deployment Term (defined in Section 4 below), provide Company with the following Deployment Services based on the package selected by You for the applicable product and reflected in your Order Form or invoice. The high-level outline of hours and categories of the three service packages is shown in the table below. The specific scope for each product and package is detailed in the linked [Deployment Scope Document](#) and also available on the SolarWinds legal webpage at www.solarwinds.com/legal/legal-documents.

Category	Deployment Services Level 1 30-hour limit	Deployment Services Level 2 75-hour limit	Deployment Services Level 3 125-hour limit
Platform Planning	Up to Three Hours	Up to Four Hours	Up to Eight Hours
Platform Installation	Up to Three Hours	Up to Six Hours	Up to 10 Hours
Platform Configuration	Up to Five Hours	Up to 12 Hours	Up to 22 Hours
Observability and Alerts	Up to 14 Hours	Up to 43 Hours	Up to 67 Hours
Platform Training	Up to Three Hours	Up to Eight Hours	Up to 15 Hours
Journey Success	Up to Two Hours	Up to Two Hours	Up to Three Hours

- Allotted values represent the maximum number of hours of services performed to complete the scope above for each package, per product, as applicable and as defined in the scope document.
- Defined service actions are provided only when applicable

3. Company Obligations. Company is required to (a) make a competent representative available for the welcome call, which will be scheduled within five (5) days of the start of the Deployment Term and (b) have the required infrastructure, system requirements and adequately sized server as set forth in the Documentation available for software installation. In addition, Company must attend scheduled meetings. Failure to attend scheduled meetings after the first missed meeting shall constitute a material breach of this Addendum and could result in SolarWinds terminating the Addendum in accordance with Section 4.3 below due to the fixed time frame for the Deployment Services.

4. Deployment Term; Expiration; Termination.

4.1 Deployment Term. Deployment Services begin on the Effective Date and shall expire in accordance with Section 4.2 (“Expiration”) unless sooner terminated in accordance with the Agreement (“Deployment Term”).

4.2 Expiration. The Deployment Services will automatically expire sixty (60) days after the Effective Date. Unused services will not carry over beyond the Deployment Term or be subject to any refund.

4.3 Termination. SolarWinds may terminate this Addendum as set forth in the Agreement. Termination for material breach will not entitle You to any refund.

5. Exclusions. This Addendum does not include performing the deployment on Company's behalf. Company acknowledges that this Addendum 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 (Operating System) 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 Addendum.

Addendum C-2 SolarWinds Support Addendum for Commercial Premium Support

This Addendum (“Addendum”) complements the SolarWinds Support and Maintenance Terms (“Support Terms”) applicable to SolarWinds software licensed under the SolarWinds End User License Agreement (“EULA”; together the Support Terms and the EULA are the “Agreement”) accepted by and between you, either an individual or an entity, and your Affiliates (“You”) and SolarWinds Worldwide, LLC (“SolarWinds”) to coincide with your current SolarWinds support term as identified in your Order Form (“Effective Date”).

All capitalized terms will have the meaning given to such terms in the 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 Commercial Premium Support. If there is a conflict between this Addendum and the Agreement, the Addendum shall control.

SolarWinds Commercial Premium Support

Upon receipt, processing, and invoicing of an order for Commercial Premium Support and subject to the terms of this Addendum and the Agreement, SolarWinds will provide You during the Commercial Premium Support Term (defined below) with the additional support for the applicable Software licenses based on the level of Commercial Premium Support to which You have enrolled (“Commercial Premium Support”).

Applicability

Commercial Premium Support is only available for Your SolarWinds Software licenses under active maintenance and support. Commercial Premium Support is tied to one SolarWinds account number. You must have Commercial Premium Support for each account to which Commercial Premium Support will apply.

Definitions

Priority Designation Categories

SolarWinds defines support cases subject to the following priority designation codes:

- P1 is defined as Critical/Organization Down – Customer’s production use of SolarWinds Software is stopped or so severely impacted that no User can reasonably continue to use or access the software. Critical requests have one or more of the following characteristics: a) data corruption b) SolarWinds Software hangs causing unacceptable delays or c) the SolarWinds Software is inaccessible to all Users.

- P2 is defined as High – Customer experiences a disruptive loss of use of the SolarWinds Software. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
- P3 is defined as Medium – Customer experiences moderate to minor loss of use of the SolarWinds Software or a feature/operation generated a result that was not expected. The impact is isolated and an inconvenience, however, use and access to SolarWinds Software can continue.
- P4 is defined as Low – Customer requests information, an enhancement, or documentation clarification regarding SolarWinds software but there is no impact on the use or access of SolarWinds Software.

On-Demand Access

Based on the level of Commercial Premium Support to which You have enrolled, if You have **On-Demand Access** to specialized Support Engineers, You may make the request for the specialized resource when creating the service request either through a case comment or by calling into our support phone line and requesting the specialized Support Engineer to work on Your service request based on your Commercial Premium Support plan. If You are eligible for On-Demand access but the caller does not make such a request or waives use of the specialized Support Engineer will not be routed to a specialized resource

Joint Technical Review (JTR)

Joint Technical Review (“JTR”) is a customer-requested service (eligibility is based on the level of Commercial Premium Support) where You and Your designated SolarWinds expert perform a review of Your SolarWinds environment for detecting inefficiencies and optimization opportunities. Customers that need to schedule a JTR will request the service through a support case and their designated SolarWinds expert will work with the customer’s designated contacts to schedule the JTR session.

On-Demand Maintenance Window Coverage

On-Demand Maintenance Window Coverage is a proactive service where SolarWinds assigns a Support Engineer to be on standby during a customer’s maintenance window to assist with any issue that the customer may experience during the maintenance window. Customers with a Commercial Premium Support Plan with On-Demand Maintenance Window Coverage and requiring maintenance window coverage must request the service through a support case or by phone. Upon request, SolarWinds will provide the contact information of the assigned support engineer for the maintenance window coverage who will work alongside the customer’s technical for up to ONE hour during the maintenance window. Customers requiring more than one hour of

assisted maintenance window coverage should consider separately purchasing commercial deployment services.

Commercial Premium Support Service Hours

- **Business Hours**
 - North America: 7am – 7pm (CST) Monday to Friday
 - APAC: 7am – 7pm (GMT+8) Monday to Friday
 - EMEA: 7am – 7pm (GMT+1) Monday to Friday
- **After Business Hours**
 - North America 7PM to 7AM (CST) Monday to Friday
 - APAC: 7pm – 7am (GMT+8) Monday to Friday
 - EMEA: 7pm – 7am (GMT+1) Monday to Friday
 - 24 Hours during Weekends beginning 7PM (CST) Friday through midnight to 7AM Monday (CST) and Holidays

Levels of Premium Support

Premium Support is available at three different levels to meet a wide variety of customer needs. The details of each service level are shown in Table 1. The level of Premium Support is reflected in your Order Form. You may elect to increase your level during a term, and SolarWinds (or your reseller) will prorate the fees from the effective date of such increase through the end of your current support term. You may elect to decrease your Commercial Premium Support, but no refund or adjustment will be provided.

Term & Termination or Expiration

- **Term.** Premium Support starts: (a) on the day SolarWinds invoices You for Commercial Premium Support, or (b) if You are purchasing Commercial Premium Support through a reseller, the day SolarWinds notifies You in writing (including electronic communications) that Your order for Commercial Premium Support has been processed, and ends on the date the Commercial Premium Support expires unless sooner expired or terminated in accordance with this section (“Commercial Premium Support Term”).
- **Expiration.** Commercial Premium Support will automatically expire without notice if You fail to maintain active maintenance and support for all applicable SolarWinds software licenses receiving Commercial Premium Support or after the Commercial Premium Support Term ends and is not renewed. For clarity, SolarWinds will continue to provide

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

- **Termination.** SolarWinds may terminate this Addendum as set forth in the Agreement. However, there will be no cure period for a breach of the license restrictions contained in the EULA or if You misappropriate or infringe SolarWinds' intellectual property rights.

Exclusions

Regarding Commercial Premium Support, SolarWinds is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum; (b) perform Commercial Premium Support if You fail to pay all fees when due or fails to perform its obligations under this Addendum; or (c) perform (i.e., take control of Your environment) onboarding on Your behalf. You acknowledge that Commercial Premium 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 Your environment to perform full installations, configurations, migrations, or upgrades. SolarWinds will not go on-site to perform any support offered under this Addendum.

Table 1. Commercial Premium Support Service Levels

Category	Premium Support Level 1	Premium Support Level 2	Premium Support Level 3
Technical Support	<ul style="list-style-type: none"> – 24x7 access to phone and web support – Software updates – THWACK community access – 1 hour response time for P1 cases – 4-hour response time for P2 cases – Intermediate Customer Support resource 	<ul style="list-style-type: none"> – 24x7 access to phone and web support – Software updates – THWACK community access – 1-hour response time for P1 cases – 2-hour response time for P2 cases – Intermediate Customer Support resource – Designated escalation manager 	<ul style="list-style-type: none"> – 24x7 access to phone and web support – Software updates – THWACK community access – 30-minute response time for P1 cases – 1-hour response time for P2 cases – Advanced Customer Support resource – Designated escalation manager
Premium Services Team	<ul style="list-style-type: none"> – Cases are worked by our global premium 	<ul style="list-style-type: none"> – Cases are worked by our designated region premium 	<ul style="list-style-type: none"> – Cases are worked by our designated region senior

	support team	support team during business hours – On-demand access to the global premium support team after business hours, holidays, and weekends – Up to 4 joint technical and business reviews per year	premium support team during business hours – On-demand access to the global senior premium support team after business hours, holidays, and weekends – Up to 8 joint technical and business reviews per year
Success Services	– Up to 4 Maintenance Window and upgrade assistance – Customer Success Manager	– Up to 8 Maintenance Window and upgrade assistance – Trusted advisors – Expert-driven health checks – Proactive engagement – Assigned Technical Success Manager	– Up to 12 Maintenance Window and upgrade assistance – Trusted advisors – Expert-driven health checks – Proactive engagement – Assigned Senior Technical Success Manager

All levels include access to:

- Training and certification options: Virtual Classes and eLearning • SolarWinds Academy Classes • SolarWinds Certified Professional Classes (some classes are subject to additional fees); and
- Self-help services: Access to Customer Success Center • Knowledge Base articles • Best practice content • Global search • Digital Health Checks.

Addendum C-3 Federal Premium Support Addendum

This Addendum (“Addendum”) complements the SolarWinds Support and Maintenance Terms (“Support Terms”) applicable to SolarWinds software licensed under the SolarWinds End User License Agreement (“EULA”; together the Support Terms and the EULA are the “Agreement”) accepted by and between you, either an individual or an entity, and your Affiliates (“You”) and SolarWinds Worldwide, LLC (“SolarWinds”) to coincide with your current SolarWinds support term as identified in your Order Form (“Effective Date”). Levels 4 and 5 Federal Premium Support, defined below, are performed by and contracted between You and Monalytic, Inc, a SolarWinds company (“Monalytic”) subject to the Agreement.

All capitalized terms will have the meaning given to such terms in the 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 Federal Premium Support. If there is a conflict between this Addendum and the Agreement, the Addendum shall control.

SolarWinds Federal Premium Support

Upon receipt, processing, and invoicing of an order for Federal Premium Support and subject to the terms of this Addendum and the Agreement, SolarWinds or Monalytic will provide You during the Federal Premium Support Term (defined below) with the additional support for the applicable Software licenses based on the level of Federal Premium Support to which You have enrolled (“Federal Premium Support”). Levels 4 and 5 Federal Premium Support are provided and invoiced by Monalytic.

Applicability

Federal Premium Support is only available for Your SolarWinds Software licenses under active maintenance and support. Federal Premium Support is tied to one SolarWinds account number. You must have Federal Premium Support for each account to which Federal Premium Support will apply.

Definitions

Priority Designation Categories

SolarWinds defines support cases subject to the following priority designation codes:

- P1 is defined as Critical/Organization Down – Customer’s production use of SolarWinds Software is stopped or so severely impacted that no User can reasonably continue to use or access the software. Critical requests have one or more of the following characteristics:

- a) data corruption b) SolarWinds Software hangs causing unacceptable delays or c) the SolarWinds Software is inaccessible to all Users.
- P2 is defined as High – Customer experiences a disruptive loss of use of the SolarWinds Software. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
- P3 is defined as Medium – Customer experiences moderate to minor loss of use of the SolarWinds Software or a feature/operation generated a result that was not expected. The impact is isolated and an inconvenience, however, use and access to SolarWinds Software can continue.
- P4 is defined as Low – Customer requests information, an enhancement, or documentation clarification regarding SolarWinds software but there is no impact on the use or access of SolarWinds Software.

Services Personnel Categories

The following categories of personnel are used in the provision of Federal Premium Support

- **U.S.-Based Support Engineer**—This is a Support Engineer whose work location is physically within the United States of America. A U.S.-Based Support Engineer may or may not be a U.S. Citizen for whom SolarWinds has verified eligibility to work in the U.S.
- **U.S. Citizen Support Engineer**– This is a Support Engineer who is confirmed as a U.S. Citizen after verification of one of the following documents by SolarWinds:
 - United States Passport or ID card
 - United States Birth Certificate showing that the Support Engineer was born in the United States
- **U.S. Citizen Support Engineer with Security Clearance** – These are Support Engineers who hold an active TS/DOD Security Clearance issued and maintained by the U.S. Department of Defense

On-Demand Access

Based on the level of Federal Premium Support to which You have enrolled, if You have **On-Demand Access** to specialized Support Engineers, You may make the request for the specialized resource when creating the service request either through a case comment or by calling into our support phone line and requesting the specialized Support Engineer to work on Your service request based on your Federal Premium Support plan. If You are eligible for On-Demand access

but the caller does not make such a request or waives use of the specialized Support Engineer will not be routed to a specialized resource.

Joint Technical Review (JTR)

Joint Technical Review (“JTR”) is a customer-requested service (eligibility is based on the level of Federal Premium Support) where the You and Your designated SolarWinds expert perform a review of Your SolarWinds environment for detecting inefficiencies and optimization opportunities. Customers that need to schedule a JTR will request the service through a support case and their designated SolarWinds/Monalytic expert will work with the customer’s designated contacts to schedule the JTR session.

On-Demand Maintenance Window Coverage

On-Demand Maintenance Window Coverage is a proactive service where SolarWinds or Monalytic assigns a Support Engineer to be on standby during a customer’s maintenance window to assist with any issue that the customer may experience during the maintenance window. Customers with a Federal Premium Support Plan with On-Demand Maintenance Window Coverage and requiring maintenance window coverage must request the service through a support case or by phone. Upon request, SolarWinds or Monalytic will provide the contact information of the assigned support engineer for the maintenance window coverage who will work alongside the customer’s technical for up to ONE hour during the maintenance window. Customers requiring more than one hour of assisted maintenance window coverage should consider separately purchasing Monalytic deployment services.

Federal Premium Support Service Hours

- **U.S. Business Hours**
 - North America: 7am – 7pm (CST) Monday to Friday
- **After U.S. Business Hours**
 - North America 7PM to 7AM (CST) Monday to Friday
 - 24 Hours during Weekends beginning 7PM (CST) Friday through midnight to 7AM Monday (CST) and U.S. Holidays

Levels of Federal Premium Support

Federal Premium Support is available at five different levels to meet a wide variety of customer needs. The details of each service level are shown in Table 1. The level of Federal Premium Support is reflected in your Order Form. You may elect to increase your level during a term, and SolarWinds or Monalytic (or your reseller) will prorate the fees from the effective date of such

increase through the end of your current support term. You may elect to decrease your Federal Premium Support, but no refund or adjustment will be provided.

Term & Termination or Expiration

- **Term.** Federal Premium Support starts: (a) on the day SolarWinds or Monalytic invoices You for Federal Premium Support, or (b) if You are purchasing Federal Premium Support through a reseller, the day SolarWinds or Monalytic notifies You in writing (including electronic communications) that Your order for Federal Premium Support has been processed, and ends on the date the Federal Premium Support expires unless sooner expired or terminated in accordance with this section (“Federal Premium Support Term”).
- **Expiration.** Federal Premium Support will automatically expire without notice if You fail to maintain active maintenance and support for all applicable SolarWinds software licenses receiving Federal Premium Support or after the Federal Premium Support Term ends and is not renewed. For clarity, SolarWinds/Monalytic will continue to provide Federal Premium Support to all other applicable licenses that remain under active maintenance and support during the Federal Premium Support Term.
- **Termination.** SolarWinds or Monalytic may terminate this Addendum as set forth in the Agreement .

Exclusions

Regarding Federal Premium Support, SolarWinds/Monalytic is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum; (b) perform Federal Premium Support if You fail to pay all fees when due or fails to perform its obligations under this Addendum; or (c) perform (i.e., take control of Your environment) onboarding on Your behalf. You acknowledge that Federal Premium 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 Your environment to perform full installations, configurations, migrations, or upgrades. SolarWinds will not go on-site to perform any support offered under this Addendum.

Table 1. Federal Premium Support Service Levels

Category	Federal Premium Support 1	Federal Premium Support 2	Federal Premium Support 3	Federal Premium Support 4	Federal Premium Support 5
Provider	SolarWinds	SolarWinds	SolarWinds	Monalytic	Monalytic
Technical Support	<ul style="list-style-type: none"> – 24x7 access to phone and web support – Software updates – Thwack community access – 1 hour response time for P1 cases – 8-hour response time for P2 cases 	<ul style="list-style-type: none"> – 24x7 access to phone and web support – Software updates – Thwack community access – 30 min response time for P1 cases – 4-hour response time for P2 cases 	<ul style="list-style-type: none"> – 24x7 access to phone and web support – Software updates – Thwack community access – 30-min response time for P1 cases – 2-hour response time for P2 cases – Skip-tier to L2 – Named escalation manager (US-Based) 	<ul style="list-style-type: none"> – 24x7 access to phone and web support – Software updates – Thwack community access – 30-min response time for P1 cases – 1-hour response time for P2 cases – Skip-tier to L2 – Named escalation manager (US Citizen) 	<ul style="list-style-type: none"> – 24x7 access to phone and web support – Software updates – Thwack community access – 30-min response time for P1 cases – 1-hour response time for P2 cases – Skip-tier to L2 – Named escalation manager (US Citizen with security clearance)
Self-Help Services	<ul style="list-style-type: none"> – Access to Customer Success Center – Knowledge Base articles – Best practice 	<ul style="list-style-type: none"> – Access to Customer Success Center – Knowledge Base articles – Best practice content 	<ul style="list-style-type: none"> – Access to Customer Success Center – Knowledge Base articles – Best practice content 	<ul style="list-style-type: none"> – Access to Customer Success Center – Knowledge Base articles – Best practice content 	<ul style="list-style-type: none"> – Access to Customer Success Center – Knowledge Base articles – Best practice content

Category	Federal Premium Support 1	Federal Premium Support 2	Federal Premium Support 3	Federal Premium Support 4	Federal Premium Support 5
	content – Global search – Digital Health Checks	– Global search – Digital Health Checks	– Global search – Digital Health Checks	– Global search – Digital Health Checks	– Global search – Digital Health Checks
Success Services	– Up to 4 Maintenance Window and upgrade assistance	– Up to 6 Maintenance Window and upgrade assistance – Trusted advisors – Expert-driven Health Checks – Proactive Engagement	– Up to 8 Maintenance Window and upgrade assistance – Trusted advisors – Expert-driven Health Checks – Proactive Engagement – Assigned Customer Success Manager (US-Based)	– Up to 12 Maintenance Window and upgrade assistance – Trusted advisors – Expert-driven Health Checks – Proactive Engagement – Assigned Customer Success Manager (US Citizen)	– Up to 15 Maintenance Window and upgrade assistance – Trusted advisors – Expert-driven Health Checks – Proactive Engagement – Assigned Customer Success Manager (US Citizen with security clearance)
Federal Premium Services Team	– Cases are worked by our Global Support Engineers on a 24-hour basis – On-Demand Access to U.S. Based Engineers	– Cases are worked by our U.S.-Based Engineers during U.S. business hours – On-Demand Access to US Based Engineers	– Cases are worked by U.S. Citizen Engineers during U.S. business hours – On-Demand Access to U.S. Citizen Engineers on call after U.S.	– Cases are worked by U.S. Citizen Engineers during U.S. business hours – Default access to U.S. Citizen Engineers on call	– Cases are worked by US citizen engineers with DoD security clearance during U.S. business hours – On-demand

Category	Federal Premium Support 1	Federal Premium Support 2	Federal Premium Support 3	Federal Premium Support 4	Federal Premium Support 5
	during U.S. business hours	on call after U.S. business hours, holidays, and weekends	business hours, holidays, and weekends – Up to 4 Joint Technical and Business Reviews per year	after U.S. business hours, holidays, and weekends. – Up to 8 Joint Technical and Business Reviews per year	access to US citizens with DoD security clearance after U.S. business hours, holidays, and weekends. – Up to 12 Joint Technical and Business Reviews per year
Training and Certification*	– Virtual and In-person Classes – SolarWinds Academy classes – SolarWinds Certified Professional classes	– Virtual and In-person Classes – SolarWinds Academy classes – SolarWinds Certified Professional classes	– Virtual and In-person Classes – SolarWinds Academy classes – SolarWinds Certified Professional classes	– Virtual and In-person Classes – SolarWinds Academy classes – SolarWinds Certified Professional classes	– Virtual and In-person Classes – SolarWinds Academy classes – SolarWinds Certified Professional classes

*Some courses are subject to additional fees

Addendum C-4 Monalytic Deployment Addendum

This Federal Deployment Addendum (“Addendum”) is governed by the SolarWinds Software Support and Maintenance Terms and Conditions under the SolarWinds End User License Agreement (the “EULA”, and collectively with the EULA, the “Support Terms”) and is entered into and agreed upon by and between you and your Affiliates (“Company” or “you”) and Monalytic, Inc., a wholly owned SolarWinds subsidiary (“Monalytic”). This Addendum is for deployment assistance as identified in your Order Form or invoice and is limited to the scope below based the level of service ordered (the “Deployment Services”). This Addendum shall be effective: (a) if Company is a direct customer, as of the Monalytic invoice date for the order containing Deployment Services or (b) if Company is an indirect customer, on the date of your welcome email from the Monalytic deployment manager inviting you to schedule your first call (as applicable, the “Effective Date”). Monalytic will perform (or may elect to subcontract) all services set forth in this addendum.

All capitalized terms will have the meaning given to such terms in the Support Terms unless a different meaning is provided in this Addendum. The parties agree that the following terms shall apply to Your purchase of Deployment Services. If there is a conflict between this Addendum and the Support Terms, the Addendum shall control.

1. **Active Maintenance.** Company agrees that Deployment Services are only available for the SolarWinds software products designated on the applicable quote. Company acknowledges that Monalytic will provide Deployment Services for Company’s licenses under an active maintenance and support plan only.
2. **Scope of Federal Deployment Services.** Subject to the terms of the Support Terms, Monalytic will, during the Federal Deployment Term (defined in Section 4 below), provide Company with the following Deployment Services based on the package selected by You and reflected in your Order form or invoice. The three service packages are described below:

Category	Federal Deployment Services 1	Federal Deployment Services 2	Federal Deployment Services 3
Total Allotted Hours (Up to)	– 30	– 75	– 125
Platform Planning	– Up to 3 hours – Welcome Call – Use Case Review – Deployment Planning – Form – Deployment Project Plan	– Up to 4 hours – Welcome Call – Use Case Review – Deployment Planning – Form – Deployment Project Plan	– Up to 8 hours – Welcome Call – Use Case Review – Deployment Planning – Form – Deployment Project Plan

Category	Federal Deployment Services 1	Federal Deployment Services 2	Federal Deployment Services 3
Platform Installation	<ul style="list-style-type: none"> – Up to 3 hours – On-Premises Instance – Covers Install of Core Modules 	<ul style="list-style-type: none"> – Up to 6 hours – On-Premises or Cloud Based Instance – Covers Install of Core Module – Covers Install of Advanced Modules – Scalability Engines – Additional Polling Engines (APWE) or Additional Web Server (AWS) 	<ul style="list-style-type: none"> – Up to 10 hours – On-Premises or Cloud Based Instance – Covers Install of Core Module – Covers Install of Advanced Modules – Scalability Engines – APE – Scalability Engines – AWS – Scalability Engines – High Availability – Scalability Engines – Enterprise Operations Console
Platform Configuration	<ul style="list-style-type: none"> – Up to 5 hours – SNMP & WMI Credentials Provisioning – Basic Web Portal Accounts – Node Discoveries – Node Import from Discoveries 	<ul style="list-style-type: none"> – Up to 12 hours – SNMP & WMI Credentials Provisioning – Basic Web Portal Accounts – Credential Integration w Active Directory or Azure – Node Discoveries – Node Import from Discoveries – Validate Database Maintenance Job 	<ul style="list-style-type: none"> – Up to 22 hours – SNMP & WMI Credentials Provisioning – Basic Web Portal Accounts – Credential Integration w Active Directory or Azure – Credential Integration via Security Assertion Markup Language (SAML) – Node Discoveries – Node Import from Discoveries – Validate Database Maintenance Job – TLS (Transport Layer Security) Configuration for SolarWinds Enterprise Operations Console or Web Console
Observability & Alerts	<ul style="list-style-type: none"> – Up to 14 hours – Groups & Dependencies – Maps – Custom Properties 	<ul style="list-style-type: none"> – Up to 43 hours – Groups & Dependencies – Maps – Custom Properties – Alerts 	<ul style="list-style-type: none"> – Up to 67 hours – Groups & Dependencies – Maps – Custom Properties – Alerts

Category	Federal Deployment Services 1	Federal Deployment Services 2	Federal Deployment Services 3
	<ul style="list-style-type: none"> – Alerts – Reports – Dashboard Views with Up To 3 Widgets – NetPath – PerfStack – UnDP – Manual Node Imports 	<ul style="list-style-type: none"> – Reports – Dashboard Views with Up To 3 Widgets – NetPath – PerfStack – UnDP – Manual Node Imports – Application Component Monitor Templates 	<ul style="list-style-type: none"> – Reports – Dashboard Views with Up To 3 Widgets – NetPath – PerfStack – UnDP – Manual Node Imports – Application Component Monitor Templates
Platform Training	<ul style="list-style-type: none"> – Up to 3 hours – Working With Support & Escalations Overview Training – Thwack – SolarWinds Academy Virtual Classrooms* – Online Best Practices Articles 	<ul style="list-style-type: none"> – Up to 8 hours – Working With Support & Escalations Overview Training – Thwack – SolarWinds Academy Virtual Classrooms* – Online Best Practices Articles – Custom Hour-Long Virtual Training Session 	<ul style="list-style-type: none"> – Up to 15 hours – Working With Support & Escalations Overview Training – Thwack – SolarWinds Academy Virtual Classrooms* – Online Best Practices Articles – Custom Hour-Long Virtual Training Session – Virtual Hour-Long Product Training Session
Journey Success	<ul style="list-style-type: none"> – Up to 2 hours – Deployment Summary – Customer Survey – Optimization – Opportunities – Customer Success Manager (CSM) Hand-Off Call 	<ul style="list-style-type: none"> – Up to 2 hours – Deployment Summary – Customer Survey – Optimization – Opportunities – CSM Hand-Off Call 	<ul style="list-style-type: none"> – Up to 3 hours – Deployment Summary – Customer Survey – Optimization – Opportunities – CSM Hand-Off Call

*Additional fees may apply for some classes and certification exams

3. **Company Obligations.** Company is required to (a) make a competent representative available for the welcome call, which will be scheduled within five (5) days of the start of the Federal Deployment Term and have the required infrastructure, system requirements and adequately sized server as set forth in the Documentation available for software installation.
4. **Federal Deployment Term; Expiration; Termination.**

4.1. Federal Deployment Term. Federal Deployment Services begins on the Effective Date and shall expire in accordance with Section 4.2 (“Expiration”) unless sooner terminated in accordance with the Support Terms (“Federal Deployment Term”).

4.2. Expiration. The Deployment Services will automatically expire one hundred eighty(180) days after the Effective Date. Unused services will not carry over beyond the Federal Deployment Term or be subject to any refund.

4.3. Termination. In addition, SolarWinds may also terminate this Addendum as set forth in the Support Terms.

5. **Exclusions.** This Addendum does not include performing the deployment on Company’s behalf. Company acknowledges that this Addendum 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. Monalytic will not go on-site to the Company to perform any support offered under this Addendum.

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SolarWinds Software Services Agreement

This Software Services Agreement, as of the date that You accept this Agreement (defined below) ("Effective Date"), is hereby entered into and agreed upon by you, either an individual or an entity ("You" or "Company") and SolarWinds Worldwide, LLC ("SolarWinds").

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND SOLARWINDS AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO YOU HEREUNDER. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR SERVICES.

SolarWinds may non-materially modify this Agreement from time to time and will post the most up-to-date version on its website. Your continued use of the Services and Software following non-material modification to the updated Agreement constitutes Your consent to be bound by the same.

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 the terms and conditions of this Agreement, Your Affiliates may use the license granted hereunder. SolarWinds Affiliates may provide some of the Services or ancillary services (such as invoicing) under this Agreement.

1.2 Agreement means the Software Services Agreement, the Data Processing Addendum, and the Order Form.

1.3 Client(s) means, if You are an MSP, Your customer(s), if applicable.

1.4 Data Processing Addendum(a) means the terms of the data processing addendum, which are incorporated herein by reference.

1.5 Devices means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Services are used and/or on which the Software is installed.

1.6 Documentation means the official user documentation prepared and provided by SolarWinds to You on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos, white papers, or related media, or feedback do not constitute Documentation.

1.7 MSP means a managed service provider, or a company that is using the Services to support a third party.

1.8 Order Form means the SolarWinds order page, product information dashboard, or other SolarWinds ordering document that specifies Your purchase of the Services, pricing, and other related information.

1.9 Personal Data means any information that can be used to identify an individual as that term is defined under Regulation (EU) 2016/679 ("General Data Protection Regulation" or "GDPR").

1.10 Services means the products and software services, including any application programming interface that accesses functionality, that are provided to You by SolarWinds.

1.11 Software means the object code versions of any downloadable software provided by SolarWinds solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned and provided by SolarWinds to You pursuant to this Agreement.

1.12 Support means the standard maintenance or support provided by SolarWinds or its designated agents as set forth in this Agreement if applicable to You.

1.13 User means an individual authorized by You to use the Services, Software, and Documentation, for whom You have purchased a subscription or to whom You have supplied a user identification and password. User(s) may only include Your employees, consultants, and contractors, and if applicable, Your Clients.

1.14 Your Data or Data means data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, processed, stored, or submitted by You or Your Users related to Your or Your User's use of the Services or Software.

2. PROVISION OF SERVICES.

2.1 Services License. Upon payment of fees and subject to continuous compliance with this Agreement, SolarWinds hereby grants You a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below) in accordance with type of license and permitted usage as set forth in the Order Form and applicable Documentation. You may provide, make available to, or permit Your Affiliates and all authorized Users to use or access the Services, the Software, or Documentation, in whole or in part. You are responsible for their compliance with this Agreement. You agree that SolarWinds may deliver the Services or Software to You with the assistance of its Affiliates, licensors, and service providers. During the Term (as defined herein), SolarWinds may update or modify the Services or Software or provide alternative Services or Software to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. SolarWinds' updates or modifications to the Services or Software or provisions of alternative Services or Software will not materially reduce the level of performance, functionality, security, or availability of the Services or Software during the Term. If SolarWinds decides to end of life the Services or Software, then it shall be in accordance with its end-of-life policy.

2.2 Evaluation or Beta License. If the Services, Software, and Documentation are provided to You for evaluation, beta, or release candidate purposes, SolarWinds grants to You a limited, nonexclusive, non-transferable evaluation license to use the Services, Software, and Documentation solely for evaluation prior to purchase or implementation (an "Evaluation License"). You shall not use the Evaluation License for production use. The Evaluation License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from SolarWinds in its sole discretion. Notwithstanding any other provision contained herein, the Services, Software, and Documentation provided pursuant to an Evaluation License are provided to You "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to the Services, Software, and Documentation licensed under an Evaluation License.

2.3 Upgrading/Downgrading Account Type. If applicable to Your license, You may, at any time, upgrade Your SolarWinds account type. An upgrade will take effect immediately. After an upgrade, You will be billed immediately for the additional fees due under the upgraded account type for the remaining time of the applicable Term. You may downgrade within the parameters communicated to You by SolarWinds for any Renewal Term, upon thirty (30) days prior written notice to SolarWinds to be effective upon the start of the next Renewal Term; however, if the Service allows self-service downgrades, the downgraded functionality may take effect immediately, but no refund will be provided. In the event of a downgraded account type, You will be billed the fees due for the downgraded account type at or before the commencement of the Renewal Term. Downgrading Your license may cause loss of content, features, or capacity as available to You under Your previous license, and SolarWinds is not liable for such loss.

3. LICENSE RESTRICTIONS; OBLIGATIONS.

3.1 License Restrictions. You may not (i) provide, make available to, or permit individuals other than Your Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for backup or archival purposes, which will not be used for transfer, distribution, sale, or installation on Your Devices); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of SolarWinds; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by SolarWinds; (vii) license the Services, Software, or Documentation (a) if You (or any of Your Users) are a direct competitor of SolarWinds; (b) for the purposes of monitoring the availability, performance, or functionality of the Services or Software or (c) for any other benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Services or Software to violate any rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology (each, a "Virus"); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other

third party's use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits, or (xiv) perform or disclose any performance or vulnerability testing of the Services or Software or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services or Software without SolarWinds' prior written approval.

3.2 Your Obligations. You acknowledge, agree, and warrant that: (i) You will be responsible for Your and Your Users' activity and compliance with this Agreement, and if You become aware of any violation, You will immediately terminate the offending party's access to the Services, Software, and Documentation and notify SolarWinds; (ii) You and Your Users will comply with all applicable local, state, federal, and international laws; (iii) You will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) You will install the latest version of the Software on Devices accessing or using the Services; (v) You are legally able to process Your Data and provide Your Data to SolarWinds and its Affiliates, including obtaining appropriate consents or rights for such processing, as outlined further herein, and have the right to access and use Your infrastructure, including any system or network, to obtain or provide the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) You will keep your registration information, billing information, passwords and technical data accurate, complete, secure and current for as long as You subscribe to the Services, Software and Documentation.

If You are an MSP, You further acknowledge, agree, and warrant that: (i) You have sufficient technical infrastructure, knowledge, and expertise to perform Your duties for Your Clients; (ii) You will provide all sales, problem resolution, and support services to Your Clients; (iii) You will be responsible for billing, invoicing, and collection for Your Clients; and (iv) You will operate at Your own expense and risk under Your own name as an MSP.

4. PROPRIETARY RIGHTS.

4.1 Ownership of SolarWinds Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by SolarWinds to You, You acknowledge and agree that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to SolarWinds or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives You no rights to such content, including use of the same. SolarWinds is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by SolarWinds.

4.2 Ownership of Your Data. You and Your Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Your Data. SolarWinds' right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Your Data are implied.

5. TERM; TERMINATION.

5.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and will continue until the end of the period specified in the applicable Order Form (the "**Initial Term**"). The parties may renew the applicable Services upon the expiration of the Initial Term (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") by executing a written order for the Renewal Term. The Renewal Term will be the same length as the Initial Term unless otherwise specified by SolarWinds at the time of renewal.

5.2 Your Termination Rights. You may terminate the Agreement by providing SolarWinds with at least thirty (30) days' prior written notice of Your intention to terminate the Agreement, or in accordance with FAR 552.212-4(l). The termination notice shall be effective on the last day of the then-current Term. You may also terminate

for cause if SolarWinds remains in material breach that remains uncured at least thirty (30) days after you have provided written notice of such breach or in accordance with FAR 552.212-4(m).

5.3 SolarWinds Suspension or Termination Rights. SolarWinds may temporarily suspend this Agreement upon thirty (30) days' prior written notice or immediately pursuant to the receipt of a subpoena, court order, or other request by a law enforcement agency. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SolarWinds shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

5.4 Effect of Termination. Termination shall not relieve You of the obligation to pay any fees or other amounts accrued or payable to SolarWinds through the end of the current Term. You shall not receive a credit or refund for any fees or payments made prior to termination. Without prejudice to any other rights, upon termination, You must cease all use of the Services, Software, and Documentation and destroy or return (upon request by SolarWinds) all copies of the Services, Software, and Documentation. You further acknowledge and agree that it is Your obligation to retrieve Your Data or copies of Your Data from SolarWinds within five (5) business days of the termination of this Agreement. Unless in accordance with our internal policies, contractual, legal, or other obligation, You acknowledge and agree that SolarWinds has the right to delete Your Data, including any and all copies thereof. Your Data, once deleted, will not be able to be recovered. Sections 1, 3, 4, 5.4, 6, 8, 9, 10, 11, 12, and 14 shall survive any termination or expiration of this Agreement except as explicitly set forth therein.

6. FEES AND PAYMENT; TAXES.

6.1 Fees and Payment. All orders placed will be considered final upon acceptance by SolarWinds. Fees will be due and payable as set forth on the Order Form. Unless otherwise set forth herein, fees shall be at SolarWinds' then-standard GSA Schedule rates at the time of invoice or, if applicable, as set forth in the Order Form. For certain Services, you may elect to expand or add additional Services in-product; such orders shall be equivalent to an Order Form. In addition, in some cases you may be able to exceed your licensed parameters and agree to pay for such overages in arrears. If You fail to pay, SolarWinds shall be entitled, at its sole discretion, to: (a) suspend provision of the Services until You fulfill Your pending obligations; (b) charge You an interest rate designated by SolarWinds at the time of invoice; and/or (c) terminate this Agreement. If applicable, if You exceed the license capacity designated in Your Order Form, in addition to SolarWinds' other remedies, You will be charged additional fees, which will be reflected in Your invoice. Fees for access to the Services are non-refundable except as explicitly set forth herein or under FAR 552.212-4(l) or (m).

In addition, for purposes of clarification, where the Services permit connectivity to Your third party service providers, including, without limitation, exchange of information with Your third-party cloud services provider(s), any charges resulting from such connectivity are between You and Your third-party provider.

6.2 Taxes. SolarWinds shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the Services) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

7. DATA; PROTECTION OF YOUR DATA.

7.1 Your Data. SolarWinds and its Affiliates may remove Your Data or any other data, information, or content of data or files used, stored, processed or otherwise by You or Your Users that SolarWinds, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass or otherwise in a way not intended for appropriate use of the Service; or (e) infringing the intellectual property rights or any other rights of any third party. You agree that You and Your Users are responsible for determining the backup configuration and capabilities which may vary per products, and SolarWinds Worldwide is not responsible for backing up data beyond the capabilities of the particular Service.

You agree that SolarWinds and its Affiliates will process configuration, performance, usage, and consumption data about You and Your Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve SolarWinds products and services and Your and Your Users' experience with SolarWinds and its Affiliates pursuant to the SolarWinds Privacy Notice.

You represent and warrant that You and Your Users, regarding processing of Personal Data hereunder, shall be deemed the data controller (and SolarWinds, the data processor) related to SolarWinds's assistance with the

necessary operation and function of the Services and Software and determine the purpose and manner in which such Personal Data is, or will be, processed.

7.2 Protection of Your Data. Each party shall comply with its respective obligations under applicable data protection laws and cyber security laws, including any applicable notification requirements for incidents prescribed under such laws. Each party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and Personal Data. SolarWinds and its Affiliates will process Personal Data to provide assistance with the necessary operation and function of the Services and Software in accordance with the attached [Data Processing Addendum](#). You are responsible for ensuring that the security of the Services is appropriate for Your intended use and the storage, hosting, or processing of Personal Data.

8. CONFIDENTIAL INFORMATION.

As used in this Agreement, **Confidential Information** means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. For clarity, Confidential Information includes Personal Data, and SolarWinds Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information, excluding Personal Data, to the extent it (a) is (or through no fault of the recipient, has become) generally available to the public; (b) was lawfully received by the receiving party from a third party without such restrictions; (c) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (d) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information.

The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section 8 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled. The obligations set forth in this Section shall survive for three (3) years after the Term or termination of this Agreement except with respect to trade secrets disclosed hereunder which shall remain subject to this obligation indefinitely. SolarWinds recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

9. WARRANTY & DISCLAIMER.

SolarWinds warrants that the Services and Software will, for a period of thirty (30) days from the date of your receipt, perform substantially in accordance with the written materials accompanying the Services. The foregoing warranty applies only to failures in operation of the Services that are reproducible in standalone form and does not apply to: (i) Services that are modified or altered by You or any third party that is not authorized by SolarWinds; (ii) Services that are otherwise operated in violation of this Agreement or other than in accordance with the Documentation; or (iii) failures that are caused by other software or hardware products. To the maximum extent permitted under applicable law, as SolarWinds' and its suppliers' entire liability, and as Your exclusive remedy for any breach of the foregoing warranty, SolarWinds will, at its sole option and expense, promptly repair Services that fails to meet this limited warranty or, if SolarWinds is unable to repair the Services, refund to You the applicable license fees paid upon return, if applicable, of the nonconforming item to SolarWinds. The warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Services under this limited warranty will be warranted for thirty (30) days.

EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. SOLARWINDS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS,

IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF YOUR DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO YOU UNDER THIS AGREEMENT. SOLARWINDS DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED.

EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD-PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE THE SERVICES AND SOFTWARE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS AND SERVICES.

10. INDEMNIFICATION.

10.1 SolarWinds Indemnification. SolarWinds will indemnify, has the right to intervene to defend, and hold You harmless from any third party claim brought against You that the Services, as provided by SolarWinds, infringe or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Services by You is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Services; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by SolarWinds. SolarWinds indemnification obligations are contingent upon You: (i) promptly notifying SolarWinds in writing of the claim; (ii) granting SolarWinds sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing SolarWinds with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states SolarWinds entire liability (and shall be Your sole and exclusive remedy) with respect to indemnification to You. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

10.2 Reserved.

11. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL SOLARWINDS AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE AGGREGATE LIABILITY OF SOLARWINDS AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO SOLARWINDS UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO TERMINATION. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. THIRD-PARTY PROGRAMS.

You may receive access to third-party programs through the Services or Software, or third-party programs may be bundled with the Services or Software. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to Your use of the third-party programs. Nothing in this Agreement limits Your or Your Users' rights under, or grants You or Your User rights that supersede, the terms of any such third-party program.

13. SUPPORT.

If applicable to You, SolarWinds shall, during the Term, provide You with Support in accordance with the

applicable support terms and conditions available attached hereto and at <https://www.solarwinds.com/legal/support-and-maintenance-terms-and-conditions>. You agree to: (i) promptly contact SolarWinds with all problems with the Services or Software; and (ii) cooperate with and provide SolarWinds with all relevant information and implement any corrective procedures that SolarWinds requires to provide Support. SolarWinds will have no obligation to provide Support for problems caused by or arising out of the following: (a) modifications or changes to the Software or Services not performed by SolarWinds; (b) use of the Software or Services not in accordance with the Agreement or Documentation; or (c) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.

14. GENERAL.

14.1 Notices. All notices must be in writing and shall be mailed by registered or certified mail to Legal Department, 7171 Southwest Parkway, Building 400, Austin, Texas 78735, or sent via email to legal_team@solarwinds.com (with evidence of effective transmission).

14.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other SolarWinds terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. Any and all additional or conflicting terms provided by You, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

14.3 Export Control Laws. The Services, Software, and Documentation delivered to You under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. You shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. You agree that You are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that You will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

14.4 Modifications. This Agreement shall not be amended or modified by You unless agreed in writing and signed by authorized representatives of each party.

14.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

14.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

14.7 Force Majeure. In accordance with FAR Clause 552.212-4(f), SolarWinds will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

14.8 Construction. Paragraph headings are for convenience and shall have no effect on interpretation.

14.9 Governing Law. This Agreement shall be governed by the Federal laws of the United States without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, You agree that the English version of this Agreement shall prevail and control.

14.10 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

14.11 U.S. Government Use. (Applies only when licensed by or for the benefit of a U.S. government

customer.) SolarWinds Services, Software and Documentation were developed exclusively at private expense and are a “commercial item” as defined in Federal Acquisition Regulation (“FAR”) 2.101, and any supplement is provided with no greater than RESTRICTED RIGHTS. Such Services, Software, Documentation, and related items consist of “commercial computer software,” “commercial computer software documentation,” and commercial technical data as defined in the applicable acquisition regulations, including FAR 2.101 and FAR Part 12. Use, duplication, release, modification, transfer, or disclosure (“Use”) of the Services, Software, and Documentation are restricted by this Agreement and in accordance with Defense Federal Acquisition Regulation Supplement (“DFARS”) Section 227.7202 and FAR Section 12.212, and the Services, Software, and Documentation are licensed (i) only as commercial items; and (ii) with only the rights granted to commercial end users pursuant to this Agreement. Such Use is further restricted by FAR 52.227-14, 252.227-7015, or similar acquisition regulations, as applicable and amended. Except as described herein, all other Use is prohibited. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing government rights under this Agreement or any other contract under which the Services, Software, or Documentation is acquired or licensed. Manufacturer is SolarWinds Worldwide, LLC, 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

14.12 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.13 Backup Disclaimer. IN ADDITION TO THE OTHER TERMS AND CONDITIONS HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR DATA MAY NOT BE AVAILABLE OR RESTORABLE IF (1) YOU UTILIZE THE SERVICES IN EXCESS OF THE AMOUNT YOU ORDERED; (2) A COPY OF YOUR DATA WAS NOT COMPLETED OR THE DATA YOU ARE SEEKING TO RECOVER HAD NOT YET BEEN BACKED UP BASED ON THE TIMING OF WHAT WAS DELETED; (3) YOU ATTEMPT TO BACK UP DEVICES, FILES, FOLDERS, OR DRIVES NOT SUPPORTED BY THE SERVICES AS SET FORTH IN THE DOCUMENTATION; (4) YOU DESELECT OR DELETE A DEVICE, FILE, FOLDER, OR DRIVE FROM YOUR SOLARWINDS ACCOUNT, FROM YOUR DEVICE, OR FROM BEING BACKED UP BY THE SERVICES; (5) YOU MODIFY YOUR OPERATING SYSTEM IN A MANNER THAT BREAKS COMPATIBILITY OR INHIBITS THE FUNCTIONALITY OF THE SERVICES OR SOFTWARE; (6) YOUR COMPUTER IS UNABLE TO ACCESS THE INTERNET OR SOLARWINDS INFRASTRUCTURE; (7) YOU FAIL TO COMPLY WITH THE AGREEMENT OR DOCUMENTATION; OR (8) YOU TERMINATE OR DO NOT RENEW YOUR SUBSCRIPTION TO THE SERVICES. DATA SHALL BE MADE AVAILABLE TO CUSTOMER FOR DOWNLOAD FOR FIVE (5) DAYS FOLLOWING THE TERMINATION DATE.

15. Service Specific Terms. SolarWinds may, from time to time, offer services that are subject to terms that apply to those Services only (“Services Specific Terms”). Any Services Specific Terms are attached hereto and available at <https://www.solarwinds.com/legal/legal-documents> and supersede any conflicting terms set forth herein only with respect to the Services to which they apply. SolarWinds reserves the right to add or modify any such Services Specific Terms.

CUSTOMER DATA PROCESSING ADDENDUM

Last revised 20 October 2022

This Data Processing Addendum (“DPA”) is between SolarWinds Worldwide, LLC (“SolarWinds”), and the customer (“You,” “Your,” or “Company”).

This DPA forms part of the Software Services Agreement (“Agreement”), entered into between SolarWinds and You, and applies to the extent that (i) SolarWinds processes Personal Data on behalf of You in the course of providing the Services or Software; and (ii) the Agreement expressly incorporates this DPA by reference. Information about SolarWinds’ processing of Personal Data as a controller is set forth in our current privacy notice attached hereto and available here <https://www.solarwinds.com/legal/privacy>.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

This DPA serves as the final and entire expression of the parties’ agreement on the subject matter hereof, and is effective upon its incorporation into the Agreement.

For clarity, any terms capitalized and not defined here shall have the meaning as defined in the Agreement.

For all Customers (including those wishing to replace their DPA signed prior to 27 September 2021 with this updated DPA including Module 2 SCC):

HOW TO EXECUTE THIS DPA:

1. This DPA consists of four parts: the DPA main body, Exhibit 1 (including Appendix), Exhibit 2 (UK data transfer purposes) Exhibit 3 (Swiss data transfer purposes) and Exhibit 4 (CCPA purposes).
2. SolarWinds has pre-signed this DPA. SolarWinds, as the data importer, has also pre-signed the Standard Contractual Clauses (SCC) in Exhibit 1 and the UK Addendum in Exhibit 2.
3. To complete this DPA, You must:
 - a. Complete the information in the signature boxes and sign on page 8.
 - b. Complete the information and sign on page 22.
 - c. Complete the information on page 33.
 - d. Send the completed and signed DPA to SolarWinds by email, indicating the Customer’s Name and Account (as set out on the applicable SolarWinds Order Form or invoice) to privacy@solarwinds.com.

DATA PROCESSING TERMS

1. Definitions.

1.1 **Affiliate** means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with either SolarWinds or Vendor (as the context allows), where control is defined as the possession, directly or indirectly, or the power to direct or cause the direction of an entity's management and policies, whether through ownership of voting security, by contract, or otherwise;

1.2 **Controller** means the entity which determines the purposes and means of the Processing of Personal Data;

1.3 **Data Protection Laws** means to the extent applicable: (i) GDPR and any applicable national associated laws or implementations thereof; (ii) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance; (iii) GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("**UK GDPR**"), together with the Data Protection Act 2018 ("**UK Data Protection Law**"); and (iv) State Privacy Laws; in each case, as may be amended, supplemented or replaced from time to time. For the avoidance of doubt, if SolarWinds's processing activities involving Personal Data are not within the scope of an applicable law as set forth in this definition, such law is not applicable for purposes of this Addendum.

1.4 **Data Security Incident** means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data;

1.5 **Data Subject** means the identified or identifiable person to whom Personal Data relates, and includes "consumer" as defined in CCPA;

1.6 **Data Subject Request** means a request from a Data Subject to exercise any right under relevant Data Protection Laws;

1.7 **EEA** means the European Economic Area and, unless otherwise indicated, as used in this DPA, "EEA" or "EEA Member States" includes the United Kingdom ("UK");

1.8 **GDPR** means the General Data Protection Regulation, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC;

1.9 **Personal Data** means any information relating to an identified or identifiable natural person processed by SolarWinds on Your behalf pursuant to the Agreement, and includes "personal information" as defined in CCPA;

1.10 **Processing** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

1.11 **Processor** means an entity which Processes Personal Data on behalf of the Controller;

1.12 **Restricted Transfer** means a transfer of Personal Data from You to SolarWinds or from SolarWinds to a Subprocessor, where such transfer would be prohibited by Data Protection Laws in the absence of the protection for the transferred Personal Data afforded pursuant to this DPA;

1.13 **SCC** means, as the context requires or otherwise indicated in this DPA, Module 2 of the EU standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of

4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, attached in **Exhibit 1** hereto, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws ("**Module 2 SCC**");

1.14 **Security, Privacy and Architecture Documentation** means the SolarWinds Security Statement, available online at <https://www.solarwinds.com/security/security-statement>;

1.15 **Services** means any SolarWinds product, service offering, or support service provided to You pursuant to the Agreement;

1.16 **State Privacy Laws** means means US state privacy laws, which may include but shall not be limited to, the California Consumer Privacy Act, Cal. Civ. Code 1798.100 et seq., as amended including by the California Privacy Rights Act (the "**CCPA**"), the Virginia Consumer Data Protection Act, Code of Virginia title 59.1, Chapter 52 (the "**VCDPA**"), the Colorado Privacy Act, Colorado Rev. Stat. 6-1-1301 et seq. (the "**CPA**"), the Utah Consumer Privacy Act, Utah Code 13-61-101 et seq. ("**UCPA**"), the Connecticut Act Concerning Personal Data Protection and Online Monitoring, Conn. PA 22-15 § 1 et seq. ("**PDPOM**"), or any regulations or guidance issued pursuant thereto;

1.17 **Subprocessor** means any SolarWinds Affiliate and any Processor that SolarWinds or its Affiliates engage to Process Personal Data in connection with the Services, and includes a "subcontractor" as that term is used in CCPA;

1.18 **Swiss Addendum** means the terms set out at Exhibit 3.

1.19 **Swiss Data Protection Law** means CH-DPA including its implementing ordinance and other data protection or privacy legislation in force in the Swiss Confederation, as may be amended from time to time;

1.20 **Restricted Swiss Data Transfer** means a transfer of Personal Data which falls within the scope of Swiss Data Protection Law to a third country which does not ensure an adequate level of data protection from a Swiss law perspective.

1.21 **UK** means the United Kingdom of Great Britain and Northern Ireland; and

1.22 **UK Addendum to the SCCs** means the international data transfer addendum to the European Commission's standard contractual clauses for the transfer of personal data to third countries, as approved by the UK Parliament and published by the UK Information Commissioner's Office ("**ICO**"), attached in Exhibit 2 hereto, as amended or revised from time to time by the ICO.

1.23 The terms "business," "business purpose," "commercial purpose," "sell," "service provider," and "share" shall have the meanings given to those terms in the State Privacy Laws to the extent such meanings are materially similar to terms' meanings in CCPA, VCDPA, CPA, UCPA, or PDPOM. In the event of a conflict in the meanings of terms in the State Privacy Laws, the parties agree that the definition in the applicable State Privacy Law shall apply to the extent of the conflict.

2. Processing.

2.1 **Roles of the Parties.** The parties agree, regarding the Processing of Personal Data under relevant Data Protection Laws and this DPA, that (i) You determine the purposes and means of Processing and are the Controller or business and (ii) SolarWinds is a Processor or service provider Processing Your Personal Data on Your behalf. Each party will comply with its applicable obligations under Data Protection Laws. SolarWinds shall process Personal Data only on Your documented instructions, including with regard to transfers to a third country or international organization, unless otherwise required by applicable law,

in which case SolarWinds will inform you of that requirement unless prohibited on important grounds of public interest. For the avoidance of doubt the Software Services Agreement between SolarWinds and You, and of which this DPA forms a part, constitutes documented instructions on which SolarWinds may process Personal Data. SolarWinds will immediately inform You if SolarWinds has reason to consider that an instruction infringes Data Protection Laws, provided however that SolarWinds does not have any obligation to You to verify the compliance of any instruction with Data Protection Laws.

2.2 Sub-processing. SolarWinds and its Affiliates engage Sub-processors pursuant to Section 5 below.

2.3 Processing Details. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are described in Exhibit 1, Annex I to this DPA.

3. Parties' Responsibilities.

Notwithstanding anything to the contrary stated herein, the parties agree that:

3.1 Each party is responsible for its own compliance with applicable law, including the Data Protection Laws where applicable. For example, (i) You shall ensure any processing of the Personal Data is in accordance with the requirements of relevant Data Protection Laws; (ii) You have sole responsibility for the accuracy, quality, and legality of the Personal Data and means by which You acquired the Personal Data; and (iii) You represent and warrant that you have provided and/or obtained, to the extent required by relevant Data Protection Laws, all necessary notices, opt-out rights and/or consent to the Personal Data being used and shared for the purposes described herein;

3.2 SolarWinds reserves all rights and asserts all exceptions and exemptions to which it is entitled under relevant Data Protection Laws (such as preserving Personal Data in order to protect against malicious, deceptive, fraudulent or illegal activity; or to comply with a legal obligation, etc.); and

3.3 Each party agrees that (i) it will notify the other party upon determining that it can no longer comply with relevant Data Protection Laws, and (ii) take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data upon notice from the other party in accordance with this subsection.

4. Data Subject Rights. If legally permitted, SolarWinds will promptly notify You if it receives a Data Subject Request. If You have access to the relevant Personal Data, You must respond to the Data Subject Request. SolarWinds will provide commercially reasonable efforts to assist You in responding to such Data Subject Request if legally permitted to and/or required to under relevant Data Protection Laws, upon written request. You are responsible for any costs arising from SolarWinds' provision of such assistance if a request is manifestly unfounded or excessive.

5. Personnel. SolarWinds will (i) restrict its personnel from Processing Personal Data without authorization (unless required by applicable law) and (ii) ensure personnel engaged to Process Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are subject to appropriate contractual confidentiality obligations.

6. Sub-Processors.

6.1 Appointment of Sub-processors. You (i) authorize SolarWinds's Affiliates to be retained as Sub-processors, and (ii) authorize SolarWinds and SolarWinds's Affiliates respectively to engage third-party Sub-processors in connection with Processing Personal Data; provided that SolarWinds or a SolarWinds Affiliate has entered into a written agreement with the applicable Sub-processor containing

data protection obligations substantially similar to those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor. SolarWinds shall be fully liable to You for the performance of such Sub-processors' failure to fulfil their respective data protection obligations.

6.2 Current Sub-processors and Notification of New Sub-processors. SolarWinds uses Sub-processors for its Services. They and their geographic locations are listed on our website <https://www.solarwinds.com/legal/legal-documents> ("Sub-processor List"), including a subscription mechanism by which You may be notified of changes to the list of Sub-processors.

6.3 Objection Right for New Sub-processors. You may reasonably object, in good faith, to SolarWinds's proposed use of a new Sub-processor by written notification to SolarWinds within ten (10) business days after receiving an updated Sub-processor List. If You object to a new Sub-processor, SolarWinds will use reasonable efforts to change Your configuration or use of the Services to avoid Processing of Personal Data by the Sub-processor in question. If SolarWinds is unable to make a requested change within a reasonable period of time, either party may terminate the applicable Order Form(s) limited only to those Services which SolarWinds cannot provide without using the new Sub-processor to which You objected.

7. Security.

7.1 SolarWinds Obligations. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing, SolarWinds shall maintain appropriate technical and organizational measures to protect the security, confidentiality and integrity of Personal Data, pursuant to the Security, Privacy and Architecture Documentation, herein incorporated by reference. SolarWinds regularly monitors compliance with these safeguards and will not materially decrease the overall security of the Services during the Term or make any substantive changes without Your approval. You shall be responsible for implementing the appropriate technical and organizational measures for Your Processing of Personal Data as well as using and configuring the Services to comply with Data Protection Laws.

7.2 Audit and Cooperation. Upon Your written request, SolarWinds shall demonstrate compliance with this DPA and shall permit and contribute to audits or inspections of SolarWinds's Processing of Personal Data under this DPA, provided, however: that (a) You give SolarWinds at least two weeks' written notice; (b) any audit or inspection will be conducted during normal business hours and shall not interfere with SolarWinds operations; and (c) You shall not be entitled access to any information that is not Personal Data or that is subject to a confidentiality obligation under law or contract, including without limitation any such obligation owed to another customer of SolarWinds. Notwithstanding the foregoing, You shall be entitled to exercise Your rights under this Section 6.2 more than once per year during the term of the DPA in the event of a Data Security Incident or if required by a supervisory authority. SolarWinds will also reasonably cooperate and assist you in fulfilling Your GDPR obligations to carry out a data protection impact assessment and/or consult the relevant supervisory authority regarding such assessment related to Your use of the Services, if SolarWinds has such information and You do not have access to the relevant information.

8. Data Security Incident and Notification.

If SolarWinds becomes aware of a Data Security Incident involving Personal Data, it shall (i) notify You by email of the Data Security Incident as soon as reasonably practical and in any case without undue delay; and (ii) where possible, will use reasonable efforts to assist You in complying with Your obligations under Data Protection Laws, including mitigating the Data Security Incident's adverse effects.

9. Transfer Mechanisms.

9.1 You (as “data exporter”) and SolarWinds (as “data importer”), with effect from the commencement of the relevant transfer, hereby enter into (i) the Module 2 SCC in respect of any Restricted Transfer from You to SolarWinds governed by GDPR, and/or (ii) the UK Addendum to the SCCs in respect of any Restricted Transfer from You to SolarWinds governed by UK Data Protection Law and/or (iii) the Swiss Addendum insofar as a Restricted Swiss Data Transfer is undertaken by the parties. . You authorize Restricted Transfers that are subject to the Module 2 SCC or the UK Addendum to the SCCs or the Swiss Addendum (as appropriate).

9.2 If, at any time, a supervisory authority or a court with competent jurisdiction over a party mandates that transfers of Personal Data from ~~controrllers~~ in the EEA, Switzerland or the UK (as applicable) to processors established outside the EEA, Switzerland or the UK (as applicable) must be subject to specific additional safeguards (including but not limited to specific technical and organizational measures), the parties shall work together in good faith to implement such safeguards and ensure that any transfer of Personal Data is conducted with the benefit of such additional safeguards.

10. Termination Right.

10.1 This DPA remains in effect for the duration of the Agreement between the parties and so long as SolarWinds processes Your Personal Data. You may terminate the SCC at Your discretion by providing written notice to SolarWinds.

10.2 SolarWinds shall, delete or return all Your Personal Data to You after the termination of the Agreement or in any event after the end of the provision of processing services, and certify that this has been done, unless SolarWinds is required by law to store copies of Your Personal Data.

11. CCPA Provisions

11.1 This Section 11 (CCPA Provisions) supplements this DPA with additional provisions applicable to any Processing governed by the CCPA. In the event of any conflict between this Section and the remainder of this DPA, the provisions of this Section shall govern.

11.2 **Roles.** The parties agree that SolarWinds is a service provider and You are a business.

11.3 **Your Instructions.** In order for SolarWinds to effectively perform the Services, You instruct SolarWinds to Process the Personal Data for limited and specified business purposes in connection with the provision or improvement of the Services and as provided in Exhibit 4 attached hereto. Except as described in Section 6 (Sub-Processors) of this DPA, SolarWinds shall not sell or share Personal Data or collect, retain, use, or disclose Personal Data for any purpose other than for the specific purpose of performing the Services as described in this DPA, Exhibit 4, or as otherwise set forth herein, and only within the context of the direct business relationship between You and SolarWinds. Furthermore, to the extent prohibited by the CCPA, SolarWinds will not (a) retain, use, or disclose the Personal Data for any commercial purpose not specified in this DPA or Exhibit 4 including in the servicing of a different business, or (b) combine Personal Data received from you with Personal Data that SolarWinds receives from, or on behalf of, another person or persons, or collects from its own interaction with consumers.

11.4 **Consumer Rights.** Notwithstanding anything to the contrary in Section 4 (Data Subject Rights), You agree to notify SolarWinds of requests from consumers to exercise rights under the CCPA, including to delete Personal Data, and SolarWinds agrees to comply with such requests in accordance with the CCPA and to provide reasonable assistance to You to enable You to comply with such requests. When You notify SolarWinds of such requests in accordance with this subsection, You shall: (a) verify the identity of the consumer as required by the CCPA, (b) assist in locating the Personal Data shared with SolarWinds,



and (c) cooperate in good faith with SolarWinds to determine whether a request should be complied with or whether any exceptions for compliance with the request apply.

11.5 The notification required by Section 3.3(i) will be provided within five (5) business days.

12. Miscellaneous.

The Agreement and this DPA apply only between the parties. Neither confer any rights to any other person or entity. This DPA does not modify the risk allocation agreed upon by the parties in the Agreement. The provisions of this DPA are supplemental to the Agreement. In the event of inconsistencies (i) between the provisions of the Agreement and the provisions of this DPA, the latter shall prevail; and (ii) between the provisions of this DPA and the provisions of the SCC, the latter shall prevail.

[SIGNATURE PAGE FOLLOWS]



On behalf of the data exporter: **[Insert company name]**

Name of signatory (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organization)

On behalf of the data importer: **SolarWinds Worldwide, LLC**

Name of signatory (written out in full): Jason Bliss

Position: Director

Address: 7171 Southwest Parkway Building 400 Austin, Texas 78735

Other information necessary in order for the contract to be binding (if any): None

DocuSigned by:
Jason Bliss
1E8FB9662113469..

Signature:

(stamp of organization)

EXHIBIT 1**STANDARD CONTRACTUAL CLAUSES****SECTION I***Clause 1***Purpose and scope**

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)¹ for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter,
 - (iii) directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)
- have agreed to these standard contractual clauses (hereinafter: “Clauses”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

*Clause 2***Effect and invariability of the Clauses**

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3
Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);
- (iii) Clause 9(a), (c), (d) and (e);
- (iv) Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4
Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5
Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6
Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7
Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A., the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8
Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B., unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter “personal data breach”). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union² (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

² The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (a) **OPTION 2: GENERAL WRITTEN AUTHORISATION** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.³ The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

³ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II. appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

- (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
- (ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12 **Liability**

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13 **Supervision**

(a) {Where the data exporter is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C., shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C. shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards⁴;
- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

⁴ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level,

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 **Review of legality and data minimisation**

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or securely deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Ireland.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX to EXHIBIT 1**EXPLANATORY NOTE:**

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I**A. LIST OF PARTIES**

Data exporter(s): Company is data importer's customer and provides information, including Personal Data, to be processed as part of the Services.

Activities relevant to the data transferred under these Clauses: You are data importer's customer and provide information, including personal data, to be processed as part of the Services.

Signature and date: _____

Role (controller/processor): Controller

Company Name:

Contact Details:

1. **Data importer(s):** SolarWinds provides integrated cloud-based IT service management solutions that process Personal Data upon the instruction of the data exporter, in accordance with the terms of the Agreement.

2. **Name:** SolarWinds Worldwide, LLC

Address: 7171 Southwest Parkway Building 400, Austin, Texas, 78735

Tel.: 1.866.530.8100

E-mail: privacy@solarwinds.com

Activities relevant to the data transferred under these Clauses: SolarWinds provides integrated cloud-based IT service management solutions that process Personal Data upon the instruction of the data exporter, in accordance with the terms of the Agreement.

Signature and date: _____

DocuSigned by:

 1E8FB9662113469...

21 October 2022

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Your obligations and rights

Your obligations and rights are set out in the Agreement and in this DPA.

Subject matter and duration of the Processing of Personal Data

The subject matter of the processing is the performance of the Services pursuant to the Agreement. The duration of the processing is for the duration of this Agreement except where otherwise required by Data Protection Law.

The nature and purpose of the Transfer and Processing of Personal Data; Processing operations

Data importer will process personal data in connection with providing the SolarWinds Services or fulfilling contractual obligations to Customer pursuant to the Agreement. The personal data transferred may be subject to the following basic processing activities, as may be further set forth in the Agreement: (a) hosting Personal Data, making it available to Customer for modification and transmission, and deleting Personal Data and other Services delivered to Company, including Services offered by means of products that help Customer monitor and manage its network, applications, systems, and information technology infrastructure (b) customer support and service activities, such as processing orders, and providing technical support.

Categories of data subjects whose personal data is transferred / processed

Data exporter may submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to personal data relating to the following categories of data subjects, which personal data must be obtained, retained, and transmitted in accordance with the policies of the data exporter and with all legal requirements to which the data exporter is subject:

- Data exporter's Users;
- Data exporter's employees;
- Data exporter's consultants;
- Data exporter's contractors;
- Data exporter's agents; and
- Third parties with whom data exporter conducts business.

Categories of personal data transferred; Types of Personal Data to be Processed

Any personal data comprised in Personal Data data exporter provides data importer. Personal data may include, but is not limited to, the following categories:

- First and last name
- Contact information (company, email address, phone and physical address)
- Financial information
- Account information
- IP and MAC address
- Browser information

- Product information, including localization data, network device information, activity logs, connection data, system usage and network data, application information, email data, traffic data, and other electronic data submitted, stored, uploaded, sent, or received by data exporter or data subjects via the Services

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None anticipated.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The processing takes place from the commencement of the Agreement until deletion of all Personal Data by SolarWinds in accordance with the DPA and/or Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
See <https://www.solarwinds.com/legal/legal-documents> for information relating to sub-processors.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13 of the Module 2 SCC
Supervisory authority of the Member State where Company is established, or as otherwise determined in accordance with Clause 13

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES

Description of the technical and organisational measures implemented by the Contracted Processors (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Data importer will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data uploaded through the Services subscribed to or purchased by the data exporter, as described in the Security, Privacy and Architecture Documentation applicable to the Services. Data importer will not materially decrease the overall security of the Services during the subscription term.

EXHIBIT 2**UK Addendum to the SCCs**

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables**Table 1: Parties**

Start date	The date of the Agreement.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Please see page 7 of this DPA for the details of the Parties.	
Key Contact	The appropriate point of contact for the Exporter is privacy@solarwinds.com . The appropriate point of contact for the Importer is set forth in in the signature block on page 7 of the DPA.	

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		This Addendum is appended to the version of the Approved EU SCCs as set out in Exhibit 1 of this Agreement, detailed below, including the Appendix Information:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time Period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
2	Where appropriate/required for the transfer	Yes	No	General Authorisation	30 days	

Table 3: Appendix Information

“Appendix Information” means the information as set out in the Annexes of Exhibit 1 to this Agreement.

Annex 1A: List of Parties: Please see Page 7 of this DPA / Annex I.A of Exhibit 1.

Annex 1B: Description of Transfer: Please see the information as set out in Annex I.B. of Exhibit 1 to this DPA.
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Please see the information as set out in Annex II of Exhibit 1 to this DPA.
Annex III: List of Sub processors (Modules 2 and 3 only): Please see full list of Sub-processors maintained on the SolarWinds website: https://www.solarwinds.com/legal/legal-documents/solarwinds-sub-processor-list

Table 4: Ending this Addendum when Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party
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Part 2: Mandatory Clauses

Entering into this Addendum

- Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
- Although Annex IA and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes it legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum (including by executing this agreement). Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

- Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and as incorporated into this Agreement under Exhibit 1.
ICO	The Information Commissioner of the United Kingdom
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.

UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the Parties, the Parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - (a) together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - (b) Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - (c) this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.

15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
- (a) References to the “Clauses” means this Addendum, incorporating the Addendum EU SCCs;
 - (b) In Clause 2, delete the words:
“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;
 - (c) Clause 6 (Description of the transfer(s)) is replaced with:
“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
 - (d) Clause 8.7(i) of Module 1 is replaced with:
“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
 - (e) Clause 8.8(i) of Modules 2 and 3 is replaced with:
“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
 - (f) References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - (g) References to Regulation (EU) 2018/1725 are removed;
 - (h) References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
 - (i) The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
 - (j) Clause 13(a) and Part C of Annex I are not used;
 - (k) The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
 - (l) In Clause 16(e), subsection (i) is replaced with:
“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
 - (m) Clause 17 is replaced with:
“These Clauses are governed by the laws of England and Wales.”;
 - (n) Clause 18 is replaced with:
“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
 - (o) The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
18. From time to time, the ICO may issue a revised Approved Addendum which:
 - (a) makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - (b) reflects changes to UK Data Protection Laws;The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.
19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
 - (a) its direct costs of performing its obligations under the Addendum; and/or
 - (b) its risk under the Addendum,and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.
20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

Exhibit 3 – Standard Contractual Clauses for the Transfer of Personal Data From the Swiss Confederation To Third Countries (Controller To Processor Transfers)

1. If Personal Data falls within the scope of Swiss Data Protection Law and is transferred to a third country that does not ensure an adequate level of data protection under Swiss Data Protection Law, the Standard Contractual Clauses at Exhibit 1 will apply. In order for these Standard Contractual Clauses to comply with Swiss law and thus be suitable for ensuring an adequate level of protection for data transfers from Switzerland to a third country in accordance with the Swiss Federal Act on Data Protection ("CH-DPA"), these Clauses shall be amended with the following prevailing provisions:

- (a) The Parties adopt the standard of the Regulation (EU) 2016/679 for all Restricted Swiss Data Transfers .
- (b) Competent supervisory authority (Clause 13):
 - (i) To the extent the transfer of personal data is governed by the CH-DPA, the Swiss Federal Data Protection and Information Commissioner shall act as the competent supervisory authority.
 - (ii) To the extent the transfer of personal data is governed by the Regulation (EU) 2016/679, the Irish Data Protection Commission shall act as the competent supervisory authority.
- (c) Governing law (Clause 17): These Clauses shall be governed by the laws of Ireland as determined in Clause 17 of the Standard Contractual Clauses at Exhibit 1.
- (d) Choice of forum and jurisdiction (Clause 18.a/b): Any dispute arising from these Clauses shall be resolved by the courts of Ireland as determined in Clause 18.b of the Standard Contractual Clauses at Exhibit 1.
- (e) Data subject jurisdiction (Clause 18.c): The term "Member State" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of pursuing their rights at their place of habitual residence (Switzerland) in accordance with Clause 18.c of the Standard Contractual Clauses at Exhibit 1. Accordingly, data subjects with their place of habitual residence in Switzerland may also bring legal proceedings before the competent courts in Switzerland.
- (f) Scope of "personal data" (Clause 1.a/c): In addition to personal data pertaining to natural persons, these Clauses shall be applicable to and protect personal data pertaining to legal entities as well, if and to the extent such personal data pertaining to legal entities is within the scope of the CH-DPA.

EXHIBIT 4

Details of Processing Subject to CCPA

Purpose of the processing	<p>CPRA Mandatory Disclosure: The specific business purposes are (select):</p> <p><input type="checkbox"/> Auditing: Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.</p> <p><input type="checkbox"/> Security & Integrity: Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes.</p> <p><input type="checkbox"/> Repair Functionality: Debugging to identify and repair errors that impair existing intended functionality.</p> <p><input type="checkbox"/> Short-term, transient use: Short-term, transient use, including, but not limited to, nonpersonalized advertising shown as part of a consumer's current interaction with the business, provided that the consumer's personal information is not disclosed to another third party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with the business.</p> <p>Performing services on behalf of Client: Performing services on behalf of the business, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business. The specific services are: [Insert].</p> <p><input type="checkbox"/> Advertising & Marketing: Providing advertising and marketing services, except for cross-context behavioral advertising, to the consumer provided that, for the purpose of advertising and marketing, a service provider or contractor shall not combine the personal information of opted-out consumers that the service provider or contractor receives from, or on behalf of, the business with personal information that the service provider or contractor receives from, or on behalf of, another person or persons or collects from its own interaction with consumers.</p> <p><input type="checkbox"/> Internal Research: Undertaking internal research for technological development and demonstration.</p> <p><input type="checkbox"/> Quality & Safety: Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business.</p>
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Attachment: SolarWinds Privacy Notice

Last updated 14 December 2023

SolarWinds Corporation US, SolarWinds Worldwide, LLC, SolarWinds Software Europe DAC and our affiliated companies and subsidiaries ("**SolarWinds**," "**we**," "**us**" or "**our**") recognize the importance of privacy, security, and transparency. In this Privacy Notice, we explain how we collect, use, and disclose Personal Data as a "controller" or a "business" and the choices individuals have regarding their Personal Data. We also explain your rights as a data subject (or consumer) and how to get in touch with us regarding our processing of your Personal Data.

Further information about SolarWinds' efforts and commitment to data privacy and security can be found in our [Security Statement](#) and on the SolarWinds [website](#). For a list of our affiliated companies please refer to our [Sub-Processor List](#).

Our Services

SolarWinds services include IT management and monitoring solutions, such as network, systems and database management, security solutions, applications and infrastructure monitoring ("**Services**"), which may be offered or purchased, directly and through distributors and resellers.

Scope of this Privacy Notice/Overview

SolarWinds collects Personal Data as part of its normal business operations and in the administration of customer relationships. "**Customers**" include our customers and visitors to the SolarWinds website(s), our business partners, and individuals who register to use our products and Services, or to attend corporate events. References to "**Personal Data**" in this Privacy Notice means information that identifies or relates to an identifiable individual or is linked or reasonably linkable to an individual.

This Privacy Notice applies to and describes the Personal Data that we collect as a "data controller" or a "business," including the Personal Data that we collect about:

- Visitors of the SolarWinds website(s);
- Business partners;
- Individuals who register to use our products and Services;
- Individuals who register for or attend our webinars, conferences, and other events; or
- Other individuals who communicate or interact with us about our products, Services, or business.

This Privacy Notice does not apply to the Personal Data that we collect and process about employees, applicants and contractors; different privacy notices apply to those data sets. Further, this Privacy Notice does not apply to the Personal Data that we receive, process or store on behalf of our Customers ("**Customer Data**"), as further explained below.

Customer Data

We are a "processor" or "service provider" for Customer Data and process Customer Data on behalf of and in accordance with the instructions of our Customers, who are the "controllers" or "businesses" for their respective Customer Data. Customer Data is owned and controlled by our Customers. Customer Data may include information from the end points and other systems, tools, or devices that Customers manage or monitor using our Services, and end user data related to activities on the relevant networks and systems. It may also include event logs, end user information (such as IP address, email address and computer name), and other Personal Data, where relevant. Our Customers' respective privacy policies apply to and govern the processing of Customer Data, not this Privacy Notice. For privacy information related to Customer Data, please reach out to the Customer directly. Our Customers' privacy and security practices are their own and differ from those set forth in this Privacy Notice.

Other Notices

Additional disclosures or information about processing of Personal Data related to specific websites, mobile applications, products, services, or programs may be provided to you. These may supplement and/or clarify SolarWinds privacy practices in specific circumstances and provide you with additional choices as to how SolarWinds may process your Personal Data.

Categories of Personal Data Collected

The Personal Data we collect, and how we use it, varies depending upon the nature of our relationship and interactions with you. We collect the following types of Personal Data:

- Identifiers: includes direct identifiers, such as name, username, account name, address, phone number, email address, online identifiers, IP address, or other similar identifiers.
- Customer records: includes Personal Data, such as name, signature, contact information, and payment information that individuals provide us in order to purchase or obtain our products and Services. We may also collect billing address, financial accounts, credit card information, order details, subscription and license information, and usage details. In addition, we collect user credentials and profile data (name, contact, authorized users).
- Customer Support and Service information: when Customers contact us for support or other customer service requests, we maintain support tickets and other records related to the requests. We may also collect call recordings related to support and customer service-related calls.
- Commercial information: includes records, products, or Services purchased, obtained, or considered, or other purchasing or use histories.
- Usage details: we collect information about Customers' usage of our Services, including IP address, Customer ID, email address, domain, date time and duration of visits to our websites, page visits, information about your computer or device including browser type, and other usage statistics, such as browsing history, clickstream data, search history, access logs, and other usage data and information regarding an individual's interaction with our websites and Services, our marketing emails and online ads.
- Geolocation data: includes precise location information about a particular individual or device.
- Audio, video and electronic data: includes audio, electronic, visual, or similar information, such as CCTV footage (e.g., collected from visitors to our offices) and call recordings (e.g. of Customer support calls).
- Professional information: includes professional and employment-related information, such as current and former employer(s) and position(s) and business contact information.
- Inferences: includes inferences drawn from other personal information that we collect to create a profile reflecting an individual's preferences, behavior, or other characteristics. For example, we may analyze Personal Data in order to identify the offers and information that may be most relevant to Customers, so that we can better reach them with relevant offers and ads.

Use of Personal Data

Certain laws, including the GDPR and UK GDPR, require that we inform you of the purposes for using your Personal Data and the legal bases for this processing. The following table explains why we process particular

categories of Personal Data.

Purpose of use	Category of Personal Data used	Legal basis for use
Operating websites and Services and providing related support: to provide and operate the Services, communicate with you about your use of the Services, provide troubleshooting and technical support, respond to your inquiries, fulfill your orders and requests, process your payments, communicate with you, and for similar service and support purposes.	-Identifiers -Customer records	Performance of our contract with you
Responding to requests: to respond to your inquiries and requests.	-Identifiers -Customer records -Customer Support and Service information -Commercial information -Usage details -Geolocation data <u>-Audio, video and electronic data</u>	Performance of our contract with you
Analyzing and improving our websites, the Services, and our business: to better understand how you access and use the Services, in order to administer, monitor, and improve our Services, for our internal purposes, and for other research and analytical purposes including machine learning, and artificial intelligence.	-Identifiers -Customer records -Customer Support and Service information -Commercial information -Usage details -Geolocation data -Audio, video and electronic data -Inferences	Our legitimate interests
Personalizing experiences: to tailor content we may send or display on our websites, including to offer location customization and personalized help and instructions, and to otherwise personalize your experiences.	-Identifiers -Customer records -Customer Support and Service information -Commercial information -Usage details -Geolocation data -Audio, video and electronic data -Inferences	Our legitimate interests
Advertising and marketing to Customers: to promote our Services on third party websites, as well as for direct marketing purposes, including sending you newsletters, Customer alerts and information we think may interest you.	-Identifiers -Customer records -Customer Support and Service information -Commercial information -Usage details -Geolocation data -Audio, video and electronic data -Inferences	Our legitimate interests and/or with your consent, where required
Protecting our legal rights and preventing misuse: to protect the Services and our business	-Identifiers -Customer records	Our legitimate interests and/or compliance with

operations; to prevent, detect and investigate fraud, misuse, harassment or other types of unlawful activities; where we believe necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety or legal rights of any person or third party, or violations of this policy and our applicable agreements and terms of use.	-Customer Support and Service information -Commercial information -Usage details -Geolocation data	laws
Complying with legal obligations: to comply with the law or legal proceedings. For example, we may disclose information in response to subpoenas, court orders, and other lawful requests by regulators and law enforcement, including responding to national security or law enforcement disclosure requirements.	-Identifiers -Customer records -Commercial information -Usage details -Professional information	Our legitimate interests; and/or compliance with laws
Related to our general business operations: to consider and implement mergers, acquisitions, reorganizations, and other business transactions, and where necessary to the administration of our general business, accounting, recordkeeping and legal functions.	-Identifiers -Customer records -Customer Support and Service information -Commercial information -Usage details -Professional information	Our legitimate interests; and/or compliance with laws

Legitimate Interests. In all cases where legitimate interests are relied upon as a lawful basis, we take steps to ensure that our legitimate interests are not outweighed by any prejudice to your rights and freedoms. This is achieved in a number of ways, including the application of principles of data minimization and security, and by taking steps to ensure that Personal Data is collected only where it is relevant and is reasonably necessary for the legitimate purposes for which we use it.

Compliance with a legal obligation. As outlined above, we may process information to comply with a legal obligation including, for example, to access, preserve or disclose certain information if there is a valid legal request. Please contact us if you have questions on the laws that may require us to process information including Personal Data.

California Residents. If you are a California resident, please be sure to review the section Additional Information for Individuals in Certain Jurisdictions below for important information about our privacy practices and your rights under California privacy laws, including your right to submit a “Do not sell my personal information” request.

How We Collect Personal Data

SolarWinds collects Personal Data through its normal business operations and in the administration of Customer relationships, which may include:

- **Data Submitted on Websites.** In order to enjoy the full functionality of the websites or to conduct business with us, you may be prompted to provide certain Personal Data to us:
 - By filling in forms (for example, a “Contact Us” form) on our websites, at a trade show, or anywhere else we conduct business;
 - By downloading or accessing the SolarWinds Services;
 - By downloading documentation from our websites;

- By subscribing to newsletters or other communications; or
 - By corresponding with us by phone, e-mail, or otherwise using our contact details. Typically, Personal Data includes name, business affiliation, business address, telephone number, and email address, and any other personal details provided or required to resolve inquiries or complaints.
- **Customer Support and Service.** When Customers contact us for support or other customer service requests, we maintain support tickets and other records related to the requests. We may also collect call recordings related to support and customer service-related calls.
- **Business Contact and Customer Relationship Management.** We collect and maintain information about our Customers, including from social networks, which may include company name, business contact name and title, phone number, email, and other contact details. We may also collect billing address, financial account, credit card information, order details, subscription and license information, and usage details. In addition, we collect user credential and profile data (name, contact, authorized users).
- **Usage Details.** We collect information about Customers' usage of our Services, including IP address, Customer ID, email address, and other usage statistics. We do not collect usage details about Customer end users, except as necessary to provide and support the Services requested by Customers. When you visit our websites, our server automatically collects certain browser or device-generated information, which may in some cases constitute Personal Data, including but not limited to:
 - Your domain;
 - Your IP address;
 - The date, time, and duration of your visit;
 - Your browser type;
 - Your operating system;
 - Your page visits;
 - Information from third parties;
 - Other information about your computer or device; or
 - Internet traffic.
- **Third Parties.** We also obtain Personal Data about Customers from third parties unless prohibited by applicable law, including third parties unless prohibited by applicable law, including third parties from whom we have purchased Personal Data, public databases, resellers, channel partners, and marketing partners. We combine this information with Personal Data provided by you. This helps us to update, expand, and analyze our records, identify new customers, and create more tailored advertising to provide services that may be of interest to you.

- **Cookies.** Our websites use cookies. More information about our use of cookies can be found in our Cookie Policy here: <https://www.solarwinds.com/cookies>.
- **Aggregate and De-identified Data.** We may de-identify and aggregate Personal Data we collect such that the data no longer identifies or can be linked to a particular Customer or an individual data subject (“**De-Identified Data**”), subject to the terms of any applicable customer agreements. We may use this De-Identified Data to improve our Services, analyze trends, publish market research, and for other marketing, research, or statistical purposes, and may disclose such data to third parties for these specific purposes.

Other Data. SolarWinds collects, uses and maintains certain other data related to its business and the Services it provides to Customers, which is not Personal Data; this Privacy Notice does not restrict our use and processing of such data.

Disclosures of Personal Data

SolarWinds is a global group of companies, and we share Personal Data with our affiliated businesses as part of our business operations and administration of the Services. We may also appoint third party service providers (who will operate under our instructions) to assist us in providing information, products or services to you, in conducting and managing our business, or in managing and improving our Services or the websites. SolarWinds may share your Personal Data with these affiliates and third parties to perform Services on SolarWinds’s behalf, subject to appropriate contractual restrictions and security measures. In general, we may disclose Personal Data as follows:

- **Customers:** if you use, access or communicate with us about our Services on behalf of your company (our Customer), we may share Personal Data about your access, and your communications or requests, with the relevant Customer.
- **Service providers:** to third party service providers who perform functions on our behalf. Third party service providers will only process your Personal Data in accordance with our instructions and will implement adequate security measures to protect your Personal Data.
- **Advertising and analytics partners:** to third parties we engage to provide advertising, campaign measurement, online and mobile analytics, and related services to us (with your consent, where required by applicable laws).
- **In response to legal process:** in order to comply with the law, judicial proceedings, a court order, or other legal process, such as in response to a subpoena.
- **To protect our rights:** where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of the SolarWinds Terms of Use or this Policy, to respond to claims asserted against us, or as evidence in litigation in which we are involved.
- **Business transfers:** as part of any merger, sale, and transfer of our assets, acquisition, or restructuring of all or part of our business, bankruptcy, or similar event, including related to due diligence conducted prior to such event where permitted by law.

Aggregate or Anonymous Data. We also may share aggregate, anonymous, or de-identified data with third parties for research, analytics, and other purposes, provided such information does not identify an individual.

International Transfers of Personal Data

SolarWinds and our service providers may transfer your Personal Data to, or access it in, jurisdictions that do not include equivalent levels of data protection as your home jurisdiction. This includes the United States and other jurisdictions where we, our affiliates, and service providers have operations. In addition, our subprocessors are located around the world, as described in our [subprocessor list](#). We will take steps to ensure that your Personal Data receives an adequate level of protection in the jurisdictions in which we process it, that is essentially equivalent to the level of protection afforded to your Personal Data in your home jurisdiction, including through appropriate written data processing terms and/or data transfer agreements.

Individuals in the European Economic Area (EEA) and United Kingdom (UK). If you are in the EEA or the UK, and we process your Personal Data in a jurisdiction that the European Commission has deemed to not provide an adequate level of data protection (a “third country”), we will implement measures to adequately protect your personal data, including by putting in place standard contractual clauses for international transfers of personal data, as approved by the European Commission (the form for the standard contractual clauses can be viewed [here](#)). To obtain additional details of the mechanism under which your Personal Data is transferred outside of the EEA or UK, you may request such details by contacting privacy@SolarWinds.com.

Children

The SolarWinds websites, Services and portal are not for use by children under the age of 16 years and SolarWinds does not knowingly collect, store, share or use the Personal Data of children under 16 years. If you are under the age of 16 years, please do not provide any Personal Data to SolarWinds, even if prompted to do so. If you are under the age of 16 years and you have provided Personal Data, please ask your parent(s) or guardian(s) to notify SolarWinds, and SolarWinds will delete all such Personal Data.

Marketing

Where lawful to do so, and subject to your consent where required, we may communicate with Customers (and related business contacts) about our Services. If you wish to unsubscribe from receiving marketing communications, please visit the Email Preference Center on our website or use the Email Preference Center link in our promotional emails to request cessation of these communications.

Security

SolarWinds maintains (and requires its service providers to maintain) organizational and technical measures designed to protect the security and confidentiality of Personal Data we process. Various measures that SolarWinds utilizes are further described in our [Security Statement](#). However, no environment or security procedures or protocols are ever guaranteed to be 100% secure or error-free. Accordingly, we cannot be held responsible for unauthorized or unintended access that is beyond our control. We encourage you to take care when disclosing Personal Data online and use readily available tools and security measures to protect yourself online.

Retention of Personal Data

We generally keep Personal Data for as long as necessary to fulfill the purposes for which it was collected. In some circumstances, however, we may retain Personal Data for other periods of time, including where we are required to do so in accordance with legal, tax, and accounting requirements or if required to do so by a legal process, legal authority, or other governmental entity capable of making this request. In specific circumstances, we may also retain your Personal Data for longer periods of time, which may correspond to a statute of limitations, so that we have an accurate record of your dealings with us in the event of any complaints or challenges.

Third Party Links

The websites may contain links to third party websites. SolarWinds does not control and is not responsible for the privacy practices of such websites. We encourage you to review the privacy policies of these third-party websites. SolarWinds accepts no responsibility arising from or regarding such third-party websites.

Privacy Rights and Choices

In this section, we describe the rights and choices you have regarding your Personal Data. You may submit a

request to exercise your rights in respect of your Personal Data to us [here](#). We will respond to your request as is required under applicable law. In certain jurisdictions you have further rights in respect of your Personal Data, please see the *Additional Information for Individuals in Certain Jurisdictions* section of this Notice, below. If you would like to submit a request relating to Customer Data, you should contact the relevant Customer directly; if you submit a request to us related to Customer Data, we will forward your request to the relevant Customer (where known) so that they may respond to your request.

Access, correction, and deletion. You may submit requests for access, correction, or deletion to us as directed above by contacting us [here](#). We will process your request in accordance with applicable privacy laws. We may ask you for additional information so that we can confirm your identity or process your request.

Direct marketing. You may always opt out of direct marketing emails. If you would like to unsubscribe from SolarWinds marketing emails or otherwise change your email preferences, go to our Email Preference Center on our Site or use the Email Preference Center link in our promotional emails to request cessation of these communications. We may continue to send you transactional or service-related communications, such as service announcements and administrative messages.

Complaints. If you have any concerns about our use of your Personal Data, you can make a complaint to us at privacy@SolarWinds.com. We will take steps to try to resolve any complaint you raise regarding our treatment of your Personal Data. You also have the right to raise a complaint with the privacy regulator in your jurisdiction. You can file a complaint with our principal supervisory authority, the Irish Data Protection Commission in Ireland or with your local data protection authority where applicable. Please contact us at privacy@SolarWinds.com if you have any questions about how to raise a complaint.

Additional information for certain jurisdictions. In the section *Additional Information for Certain Jurisdictions* below, we provide additional information as required under California privacy laws, as well as the GDPR, UK GDPR, and the LGPD. Users in California, the EEA and the UK should review this section for more information regarding their rights under these respective laws.

Changes to Our Privacy Notice

SolarWinds will review and update this Privacy Notice periodically to respond to changing legal, technical, and business developments. We will note the date of its most recent revision herein. We will notify you directly where we have made substantial updates to this Privacy Notice, and we also recommend that you review this Privacy Notice periodically.

Contact Information

If you have any questions in relation to this Privacy Notice, please contact us at privacy@SolarWinds.com. In Singapore our Data Protection Officer is Lim Chong Kin who can be reached at DPO_Services@drewdataservices.com or +65 6531 3699.

Additional Information for Individuals in Certain Jurisdictions

Additional Information for EEA/UK Users. If you are a data subject located in the EEA and the UK, you have the following rights under the GDPR/UK GDPR (as applicable) in respect of your Personal Data:

- To **obtain a copy** of your Personal Data together with information about how and on what basis that Personal Data is processed;
- To **rectify** inaccurate Personal Data (including the right to have incomplete Personal Data completed);
- In limited circumstances, to **port your data** in machine-readable format to a third party (or to you) when we justify our processing on the basis of your consent or the performance of a contract with you;
- To **request the erasure** your Personal Data in certain circumstances, such as where it is no longer necessary in relation to the purposes for which it was collected or processed;



- To **object to the processing** of your Personal Data where that processing is based on our legitimate interests. We will no longer process Personal Data where you have so objected, unless we demonstrate compelling legitimate grounds for the processing that override the interests, rights and freedoms of you as data subject, or for the establishment, exercise or defense of legal claims. You also have the right to object at any time to any processing of your Personal Data for direct marketing purposes, including profiling for marketing purposes.
- To **restrict the processing** of your Personal Data, where you have objected to the processing of your personal data, where you have contested to accuracy of your data, where it has been established that processing is unlawful or where you require your personal data for a legal claim.
- To **withdraw your consent** to our processing of your Personal Data (where that processing is based on your consent). This will not affect the lawfulness of processing based on consent before that consent is withdrawn; and
- To **obtain or see a copy of the appropriate safeguards** under which your Personal Data is transferred to a third country or international organization.

You also have the right to lodge a complaint with your local supervisory authority for data protection.

To exercise such rights, please contact us at privacy@SolarWinds.com or submit a personal data request at [Personal Data Request Inquiry](#). Please note that we may request proof of identity, and we reserve the right to charge a fee and/or refuse to act on a request where permitted by law, especially if your request is manifestly unfounded or excessive. We will endeavor to respond to your request within all applicable timeframes required by law.

If you contact us regarding Customer Data for which we are a data processor, we will attempt to refer your request to the relevant Customer as data controller for your Personal Data. You may also reach out to that Customer directly.

Additional Information for California Residents. In this section, we provide additional information to California residents about how we handle their personal information, as required under California privacy laws including the California Consumer Privacy Act (“CCPA”). This section does not address or apply to our collection and processing of:

- **Customer Data:** as noted above, we are a “service provider” or “processor” for such data, which means that our processing of Customer Data on behalf of a Customer is subject to our contractual agreements with that Customer. We only process Customer Data on behalf of the relevant Customer and in compliance with our applicable agreements with the respective Customer.
- **Data that Is Exempt from CCPA:** including publicly available information lawfully made available by state or federal government records or other personal information that is exempt under the CCPA.

While our collection, use, and disclosure of personal information varies based upon our relationship and interactions with you, in this section we describe, generally, how we have collected and disclosed personal information about California residents in the prior 12 months (from the last updated date above).

Categories of personal information collected and disclosed. The table below identifies the categories of personal information (as defined by the CCPA) we have collected about California residents within the last 12 months, as well as how we have disclosed such information for a business purpose. For more information about the business and commercial purposes for which we collect, use, and disclose personal information, please see the *Use of Personal Data* and *Disclosures of Personal Data* sections above.

Personal information collected from CA residents		Categories of third parties to whom we may disclose information of CA residents
Categories	Description	
<i>Identifiers</i>	Includes direct identifiers, such as name, alias user ID, username, account number; email address, phone number, address and other contact information; IP address and other online identifiers; other government identifiers; and other similar identifiers.	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement (to the extent required by law) • affiliates and subsidiaries • advertising networks • data analytics providers • social networks • internet service providers • operating systems and platforms • business customers
<i>Customer Records</i>	Includes personal information, such as name, account name, user ID, contact information, employment information, account number, and financial or payment information, that individuals provide us in order to purchase or obtain our products and services. For example, this may include account registration information, or information collected when an individual purchases or orders our products and services, or enters into an agreement with us related to our products and services.	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement (to the extent required by law) • our affiliates and subsidiaries • business partners who provide services you request
<i>Commercial Information</i>	Includes records of personal property, products or services purchased, obtained, or considered, or other purchasing or use histories or tendencies.	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement (to the extent required by law)

		<ul style="list-style-type: none"> • affiliates and subsidiaries • advertising networks • data analytics providers • social networks • internet service providers • operating systems and platforms • data brokers • business customers
<i>Usage Details</i>	Includes browsing history, clickstream data, geolocation data, search history, access logs and other usage data and information regarding an individual's interaction with our websites, mobile apps, and other Services, and our marketing emails and online ads.	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement (to the extent required by law) • affiliates and subsidiaries • advertising networks • data analytics providers • social networks • internet service providers • operating systems and platforms
<i>Audio, Video and Electronic Data</i>	Includes audio, electronic, visual, thermal, olfactory, or similar information, such as thermal screenings and CCTV footage (e.g., collected from visitors to our offices/premises), photographs and images (e.g., that you provide us or post to your profile) and call recordings (e.g., of customer support calls).	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement (to the extent required by law) • affiliates and subsidiaries
<i>Professional Information</i>	Includes professional and employment-related information such as business contact information and professional memberships.	<ul style="list-style-type: none"> • service providers • advisors and agents

		<ul style="list-style-type: none"> government entities and law enforcement (to the extent required by law) affiliates and subsidiaries
<i>Inferences</i>	Includes inferences drawn from other personal information that we collect to create a profile reflecting an individual's preferences, characteristics, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes. For example, we may analyze personal information in order to identify the offers and information that may be most relevant to Customers, so that we can better reach them with relevant offers and ads.	<ul style="list-style-type: none"> service providers advisors and agents government entities and law enforcement (to the extent required by law) our affiliates and subsidiaries analytics providers

Sales of personal information. The CCPA defines “sell” broadly to include disclosing or making available personal information to a third party in order to receive certain benefits or services from them. While we do not “sell” personal information to third parties in exchange for monetary compensation, we may make personal information available, which may be defined as a sale by the CCPA; this is common practice among companies that operate online, such as when we make browsing information available to third party ad companies (through third party tags on our Sites) in order to improve and measure our ad campaigns and reach users with more relevant ads and content. As defined by the CCPA, we may “sell” usage details and identifiers to third party advertising networks, social networks, and data analytics providers. To learn more, please see the *Cookies* section of our Privacy Notice and our *Cookie Policy*.

Sources of personal information. As further described in the “*How We Collect Personal*” section in the body of this Privacy Notice, above, we may collect personal information from the following sources:

- Our Customers
- Business partners and affiliates
- Directly from the individual
- Advertising networks
- Data analytics providers
- Social networks
- Internet service providers
- Operating systems and platforms
- Publicly available sources

California residents’ rights. In general, California residents have the following rights with respect to their personal information:



- **Do-not-sell (opt out):** to opt out of our sale of their personal information (via cookies, web beacons, and tags on our Sites), by using our preference manager. We do not knowingly sell personal information about California residents younger than 16.
- **Right of deletion:** to request deletion of their personal information that we have collected about them and to have such personal information deleted (without charge), subject to certain exceptions.
- **Right to know:** with respect to the personal information we have collected about them in the prior 12 months, to require that we disclose the following to them (up to twice per year and subject to certain exemptions):
 - Categories of personal information collected;
 - Categories of sources of personal information;
 - Categories of personal information about them we have disclosed for a business purpose or sold;
 - Categories of third parties to whom we have sold or disclosed for a business purpose their personal information;
 - The business or commercial purposes for collecting or selling their personal information; and
 - A copy of the specific pieces of personal information we have collected about them.
- **Right to non-discrimination:** the right not to be subject to discriminatory treatment for exercising their rights under the CCPA.

Submitting CCPA requests. California residents may submit CCPA requests:

- Online at the SolarWinds data subject request form;
- By emailing privacy@SolarWinds.com with the subject line “California Rights Request: California Consumer Rights”; or
- California residents also may opt out of sales of their personal information (via cookies and tags on our Sites), by using our preference manager.

When you submit a request to know or delete, we will need to verify your identity before processing your request, which may require us to request additional personal information from you or require you to log into your account, if you have one. In certain circumstances, we may decline or limit your request, particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law. Authorized agents may initiate a request on behalf of another individual by contacting us as set forth in the Contact Information section above. Authorized agents will be required to provide proof of their authorization, and we may also require that the relevant consumer directly verify their identity and the authority of the authorized agent.

California’s “Shine the Light” law. California’s “Shine the Light” law (Civil Code Section §1798.83) provides certain rights to California residents free of charge, information about the personal information (if any) we have shared with third parties for their own direct marketing purposes; such requests may be made once per calendar year for information about any relevant third party sharing in the prior calendar year (e.g., requests submitted in 2021 would be applicable to relevant disclosures (if any) in 2020). If you are a California resident



and would like to make such a request, please submit your request in writing by emailing us at privacy@SolarWinds.com using the subject line "Request for California STL Information." In your request, please attest to the fact that you are a California resident and provide a current California address. We will reply to valid requests by sending a response to the email address from which you submitted your request. Please note that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing and the relevant details required by the Shine the Light law will be included in our response. **For more information about our privacy practices, you may contact us as set forth in the *Contact Information* section above.** We also discuss SolarWinds' efforts and commitment to data protection further in the [Security Statement](#) and [SolarWinds GDPR Resource Center](#).

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.

I. DEFINITIONS

I.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.

I.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.

I.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).

I.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.

I.5 SolarWinds Products means the SolarWinds Software or Services licensed by or provided to You under the applicable Agreement.

I.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.