

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 Worldwide") for the Software. 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 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, Affiliates may use the license granted hereunder. All references to SolarWinds shall be deemed to be references to SolarWinds Worldwide and its Affiliates, and all references to Company, You, or Your shall be deemed to be references to Company and its Affiliate(s).

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

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

1.4 Personal Data means information that may be used to readily identify an individual person.

1.5 Product Addendum(a) means additional terms and conditions set forth in Section 12 that relate to the applicable Software.

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

1.7 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.

1.8 Your Data or Data means 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.

2. GRANT OF LICENSE.

2.1 Production License. Upon payment of the applicable fees for the Software and continuous compliance with the terms and conditions of this Agreement and the Documentation, SolarWinds Worldwide hereby grants You a limited, worldwide, perpetual, nonexclusive, nontransferable license to use the object code of the Software and Documentation subject to the terms contained herein:

a) For each Software license key that You purchase from SolarWinds Worldwide, You may: (i) use the Software on any single Computer, 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 Computer 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.

2.2 Software Evaluation or Beta License. If the Software is provided to You for evaluation, beta, or release candidate purposes, SolarWinds Worldwide grants to You a nonexclusive, limited, royalty-free, nontransferable evaluation license to use the Software 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 at its sole discretion. Notwithstanding any other provision contained herein, Software provided pursuant to an Evaluation License is provided to You "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with the specific Evaluation License terms set forth in this Section, all other terms of this Agreement shall apply to Software licensed under an Evaluation License.

2.3 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 Computer, You represent and warrant that (i) You may actively run the redundant version of the Software on a Computer, provided it is not running on a primary production Computer, unless (a) the primary production Computer related to the primary production version of the Software fails, (b) the Software or Computer 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 Computer; and (iii) You will promptly get the primary production Computer hosting the primary production license operating correctly in order to support Your daily activities.

3. LICENSE RESTRICTIONS; OBLIGATIONS.

3.1.1 License Restrictions. You may not: (i) provide, make available to, or permit other individuals 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 based upon the Software or Documentation; (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, transfer, sublicense, 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. 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.

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; PERSONAL DATA.

5.1 Confidential Information means any nonpublic or proprietary information, in tangible or intangible form, 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. 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. When we process Personal Data on Your behalf to provide the Software, You expressly agree that You are the data controller (and SolarWinds, the data processor) and shall determine the purpose and manner in which such Personal Data is, or will be processed. To the extent that SolarWinds processes Personal Data as a controller, it will comply with the relevant obligations under applicable data protection legislation. SolarWinds and its US Affiliates have certified their adherence to the EU-US and Swiss-US Privacy Shield Frameworks and will process Personal Data subject to Swiss or European data protection laws in accordance with Privacy Shield and its corresponding principles. 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 Recipient 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.

6. LIMITED WARRANTY.

SolarWinds Worldwide 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 and be free from material defects. SolarWinds Worldwide 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 Worldwide; (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 Worldwide will, at its sole option and expense, promptly repair or replace any Software that fails to meet this limited warranty or, if SolarWinds Worldwide 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 Worldwide. 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, EITHER 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 Worldwide will indemnify and hold You harmless from any third party claim brought against You that the Software, as provided by SolarWinds Worldwide 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 Worldwide's indemnification obligations are contingent upon You: (i) promptly notifying SolarWinds Worldwide in writing of the claim; (ii) granting SolarWinds Worldwide control of the selection of counsel, defense, and settlement of the claim; and (iii) providing SolarWinds Worldwide with reasonable assistance, information and authority required for the defense and settlement of the claim. 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). No refunds shall be due for any prepaid amounts for a committed Initial or Renewal Term terminated in accordance with FAR Clause 52.212-4(l),

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, including 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 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. 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.

IN WITNESS WHEREOF, each of the Parties hereto has executed this AGREEMENT by its duly authorized representatives on the respective date entered below.

ACCEPTED AND AGREED TO:

SOLARWINDS WORLDWIDE, LLC

Company:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Attachments:

- 1 Exhibit A Privacy Policy
2. Exhibit B Maintenance and Support Terms

SolarWinds Privacy

SolarWinds is committed to protecting the privacy of visitors of the SolarWinds website(s), individuals who register to use the products and services, individuals who register to attend the Company's corporate or other events, and business partners. This privacy page describes our privacy practices in relation to your activities with us, including your choices regarding use, access, and correction of Personal Data.

Regulatory Statement: Changing privacy regulations, like the EU General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), impose additional requirements upon companies to strengthen the security around and enhance the protection of an individuals' Personal Data. SolarWinds has a dedicated, cross-functional team overseeing SolarWinds' privacy and security readiness. We discuss SolarWinds' efforts and commitment further in the [Security Statement](#) and [SolarWinds GDPR Resource Center](#).

Privacy Notice: SolarWinds is committed to protecting the privacy of those involved in its business. Our Privacy Notice is meant to help you understand, among other things, what Personal Data we may collect about you; how we may use that information; when we may use your details to contact you; and your choices about the Personal Data that you give to us.

Cookie Policy: This Cookie Policy addresses how we use cookies when you visit SolarWinds. We want to be clear about how we collect and use data related to you via cookies.

PRIVACY NOTICE

Last updated January 2, 2020

SolarWinds Worldwide, LLC and its affiliated companies and subsidiaries ("SolarWinds") are committed to protecting the information relating to you that you share with us ("Personal Data"). This includes our customers and visitors of the SolarWinds website(s), our business partners, and individuals who register to use our products and services, or to attend corporate events ("Customers"). This Privacy Notice ("Privacy Notice") describes our privacy practices in relation to the use of SolarWinds websites (including any customer portal or interactive website), our software, services, and related applications, and programs, including corporate events and research and marketing activities, offered by SolarWinds (the "Services"). This Privacy Notice also describes how we collect, access, use, disclose, correct, and otherwise process Personal Data to provide our Services and to generally operate our business ("Sites").

SolarWinds Services include IT management and monitoring solutions, such as network, systems and database management, security solutions, applications and infrastructure monitoring, and IT helpdesk tools, for individuals as well as businesses; they are sold, directly and through distributors, resellers, and managed service providers (MSPs).

This Privacy Notice does not apply to information collected about SolarWinds employees, applicants, or other personnel.

Customer Data. As a provider of Services, we may receive, process or store certain information, including Personal Data, on behalf of our Customers (“**Customer Data**”). Such information is owned and controlled by our Customers, the data controllers for such information. 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. As a data processor of the Customer Data, SolarWinds processes the Customer Data pursuant to the instructions from our Customers. For detailed privacy information related to where a SolarWinds customer and/or customer affiliate is the controller, please reach out to the respective customer directly. Our customers’ privacy and security practices are their own and differ from those set forth in this Privacy Notice.

Third Party Links. The SolarWinds Sites may contain links to other websites, and information practices and/or the content related thereto shall be governed by the privacy notices of such other websites. SolarWinds accepts no responsibility arising from or regarding such third-party websites.

Privacy Shield

SolarWinds Corporation US and SolarWinds Worldwide, LLC (and our US subsidiaries listed on the SolarWinds certification page) comply with the EU-US and Swiss-US Privacy Shield Framework; as part of this, we have certified to the US Department of Commerce that we adhere to the Privacy Shield principles of: Notice; Choice; Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement, and Liability (the “**Principles**”), with respect to processing Personal Data on behalf of our Customers established in the European Union and Switzerland. More information about our Privacy Shield commitment is in the Privacy Shield section below.

You can learn more about Privacy Shield at www.privacyshield.gov and see our Privacy Shield self-certification at www.privacyshield.gov/list. SolarWinds' self-certification to the Privacy Shield is subject to the investigatory and enforcement authority of the Federal Trade Commission.

What Information We Collect about You

SolarWinds collects information as part of its normal business operations and in the administration of Customer relationships, which may include Personal Data.

Business Contact and Customer Relationship Management. We collect and maintain information about our Customers, 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).

Data Submitted on Sites. In order to enjoy the full functionality of the Sites 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 Sites, at a trade show, or anywhere else we conduct business;
- by downloading or accessing the SolarWinds Services;
- by downloading documentation from our Sites;
- by subscribing to newsletters or other communications; or
- by corresponding with us by phone, e-mail or otherwise using our contact details.

Typically, the 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.

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 Sites, 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 may 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 may 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.

De-identified Data. We may de-identify and aggregate certain 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 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.

Cookies

Our Sites use cookies. More information about our use of cookies can be found in our cookie policy at www.solarwinds.com/cookies.

Use of Personal Data

The following describes our purposes for using Personal Data that we process as a data controller. Additional details on how we process your Personal Data may be provided to you in a separate notice or contract.

Our processing (i.e. use) of your Personal Data is justified on the following legal bases:

- **Performance of Contract:** the processing is necessary to perform a contract with you or take steps to enter into a contract at your request;
- **Compliance with Law:** the processing is necessary for us to comply with a relevant legal obligation (for example, laws which require us to collect tax information from customers, carry out checks on customers, or which compel us to disclose information to public authorities or regulators);
- **Our Legitimate Interests:** the processing is in our legitimate interests, subject to your interests and fundamental rights, and notably our legitimate interest in using applicable data to conduct and develop our business activities, such as developing and maintaining relationships with our customers (the majority of the processing covered by this Privacy Notice is legitimate interest based);*
- **Defend Our Rights:** where the processing is necessary to the establishment, exercise or defense of legal claims; or
- **With Your Consent:** you have consented to the processing (for example, where we are required by local law to rely upon your prior consent for the purposes of direct marketing).

* In all cases where legitimate interests is 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 where it is relevant to the lawful business activities, and, where using Personal Data, is reasonably necessary for those activities.

How We Share Your Personal Data

SolarWinds is a global group of companies, and we may 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 Sites. SolarWinds may share your Personal Data with these affiliates and third parties to perform services on SolarWinds' behalf, subject to appropriate contractual restrictions and security measures.

SolarWinds reserves the right to share information that is not deemed Personal Data or subject to contractual restrictions. Additionally, some Sites may use framing techniques to serve content from our third-party partners, while preserving the look and feel of our Sites; please be aware that you are providing your Personal Data to these third parties, not to SolarWinds.

Additional Disclosures. SolarWinds may also share your Personal Data if we believe it is reasonably necessary to prevent harm or loss or pursuant to your consent. In accordance with our legal obligations, we may also transfer Customer Data to relevant authorities for law enforcement or security purposes. We may also disclose Customer Data (including any Personal Data), if required by law.

Business Transfers. SolarWinds may disclose Personal Data in connection with, or during the negotiation, of any merger or sale of company assets, financing, acquisition, dissolution, corporate reorganization or similar event. We will inform any buyer that your Personal Data shall only be used in accordance with this Privacy Notice.

Just-in-Time Disclosures. 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.

International Transfers of Personal Data

Transfers outside of the EU. If Personal Data is transferred outside the EU to other SolarWinds group companies or to third-party service providers, we will take steps to ensure that your Personal Data receives the same level of protection as if it remained within the EU. This includes entering into data transfer agreements, using the European Commission approved Standard Contractual Clauses, or by relying on certification schemes such as the EU - US Privacy Shield. For transfers to other SolarWinds group companies in the United States (a country that has not received a decision from the European Commission determining that the United States provides adequate protection to Personal Data), we have put in place European Commission approved Standard Contractual Clauses, which protect Personal Data transferred between SolarWinds entities. You have a right to obtain details of the mechanism under which your Personal Data is transferred outside of the EU by contacting privacy@solarwinds.com.

We contractually require agents, service providers, and affiliates who may process Personal Data related to the Services to provide the same level of protections for Personal Data as required under the Principles. SolarWinds currently does not transfer Personal Data to a third party for the third party's own use, but only for SolarWinds' purposes as outlined above. SolarWinds will remain liable under the Principles if one of its third-party processors processes Personal Data in a manner inconsistent with the Principles, if we are responsible for the event giving rise to the damage.

Vendor Data Protection Requirements. SolarWinds recognizes that the use of third party vendors must be properly managed. Before entering into third party relationships, we take deliberate steps to conduct an assessment of risk related to the vendor relationship. We

take care to understand the compliance, reputational, strategic, operational, and transactional risks relating to a particular vendor before entering into a contractual relationship.

Any vendor who has access to Personal Data is expected to demonstrate their security policies, processes, and procedures and prove that they are able to provide adequate protection of such data, including against misuse or compromise.

Children

The Sites, 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 Site or use the Email Preference Center link in our promotional emails to request that the cessation of these communications.

Security

SolarWinds maintains (and requires its service providers to maintain) appropriate 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 its [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 Your Personal Data

We apply a general rule of keeping Personal Data for as long as it is required to fulfil 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.

External Links

The Sites may contain links to third-party sites. Since SolarWinds does not control nor is responsible for the privacy practices of those websites, we encourage you to review the privacy policies of these third-party sites. This Privacy Notice applies solely to Personal Data collected by our Sites or in the course of our business activities.

Your Privacy Rights and Choices

Individuals have the right to access the Personal Data processed about them, subject to applicable law; individuals may request to access their Personal Data processed by us by contacting us at <http://www.solarwinds.com/legal/personal-data-request>.

Subject to applicable law, you may also have some or all of the following rights available to you as to 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 erase your Personal Data (in limited circumstances, such as where it is no longer necessary in relation to the purposes for which it was collected or processed);
- to restrict processing of your Personal Data under certain circumstances;
- to withdraw your consent to our processing of your Personal Data (where that processing is based on your consent); 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.

In addition to the above rights, EU data protection law provides applicable individuals the right to object to processing of your Personal Data for which we have justified on the basis of a legitimate interest, including profiling (as opposed to your consent) or to perform a contract with you. 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.

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 at <http://www.solarwinds.com/legal/personal-data-request>. Please note that we may request proof of identity, and we reserve the right to charge a fee 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.

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, and data controller for your Personal Data.

Privacy Shield Dispute Resolution

We encourage EU and Swiss individuals who have questions or complaints about how we process their Personal Data under Privacy Shield to contact us at privacy@solarwinds.com. We will work to resolve your issue as quickly as possible, but in any event, within 45 days of receipt.

We commit to refer unresolved Privacy Shield complaints. Please contact, free of charge, our dispute resolution provider, JAMS, at <https://www.jamsadr.com/eu-us-privacy-shield>.

If you are an EU or Swiss individual and unable to resolve any complaints through any of the above methods, you may be able to invoke binding arbitration through a Privacy Shield panel, in accordance with the Privacy Shield Framework at www.privacyshield.gov/article?id=How-to-Submit-a-Complaint.

California Consumer Privacy Act (CCPA)

SolarWinds provides services to other businesses, and in doing so we may collect and process Customer Data on behalf of our business customers, including Personal Data about California residents; in doing so, SolarWinds is a *service provider* under the CCPA. As a service provider, we will collect and process Customer Data on behalf of a customer to provide the services for which that customer has engaged us, in accordance with our contract with such customer. The SolarWinds Data Processing Addendum, which we enter into with customers, contains terms addressing our role and obligations as a *service provider* under the CCPA. If you'd like to exercise your rights under the CCPA with respect to your Personal Data we hold as a service provider for a customer, you should contact that customer directly.

If you have a question or would like to submit a request related to the Personal Data (other than Customer Data) we collect related to our business-to-business relationship with you or your company, please see **Your Privacy Rights and Choices** for information about how to submit such a request to us.

Changes to Our Privacy Notice.

SolarWinds will review and update this Privacy Notice periodically to respond to changing legal, technical and business developments. Any material updates to this Privacy Notice shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms, except as to updates made by SolarWinds to comply with laws. We will note the date of its most recent revision herein. Please review this Privacy Notice frequently to be informed of your rights and how SolarWinds is protecting your Personal Data.

Contact Information

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

Exhibit B Maintenance & Support Terms

SolarWinds Software Support and Maintenance Terms and Conditions

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

1. DEFINITIONS

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

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

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

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

1.5 EULA means the SolarWinds End User License Agreement.

1.6 Support Addendum(a) means additional terms and conditions set forth in Section 5 that relate to the applicable Software or support.

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

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

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

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

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

2. SOFTWARE SUPPORT

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

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

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

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

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

3. LIMITATIONS OF SOFTWARE SUPPORT

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

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

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

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

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

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

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

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

4. YOUR OBLIGATIONS

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

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

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

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

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

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

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

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

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

5. SUPPORT ADDENDA. If you are purchasing any of the below-listed Software support services, the addendum to this Agreement identified below and attached shall also apply.

| Support | Addendum |
|-------------------------------------|--|
| SolarWinds SmartStart | B-1 SolarWinds SmartStart Addendum |
| SolarWinds SmartStart Orion Upgrade | B-2 SolarWinds SmartStart Orion Upgrade Addendum |
| SolarWinds Premier Support | B-3 SolarWinds Premier Support Addendum |

Addendum B-1 SolarWinds SmartStart Addendum

SOLARWINDS SMART START ADDENDUM TO THE SOLARWINDS SOFTWARE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

This Addendum (“Addendum”) forms part of the SolarWinds Software Support and Maintenance Terms and Conditions (“Support Agreement”, collectively “Agreement”) and is entered into and agreed upon by and between 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”(“Company”) and SolarWinds Worldwide, LLC (“SolarWinds Worldwide”). This Addendum shall be effective as of:

(a) if Company is a direct customer, the SolarWinds invoice date for Smart Start (defined below) or
(b) if Company is an indirect customer, Your notification date from SolarWinds in writing (including electronic communications) that You are able to access Your purchase (“Effective Date”).

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

1. Active Maintenance; Applicability. As of the Effective Date, Company represents and warrants that all licenses for which Company is buying Smart Start are under active maintenance and support as of the date hereof. Company agrees that Smart Start is only available for the SolarWinds software products designated on the applicable quote. The parties also agree that SolarWinds will provide Smart Start for Company’s licenses under active maintenance and support only.

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

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

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

4. Term; Expiration; Termination.

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

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

4.3 Termination. SolarWinds may terminate this Addendum in accordance with the procedures set forth in the Contract Disputes Act for any material default or breach of the terms and conditions of this Addendum or the Agreement, unless the Company has cured such failure or default within such fifteen (15) day period, or immediately pursuant to the End User License Agreement or Support Agreement.

4.4 Exclusions. In regard to Smart Start, SolarWinds is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum; (b) perform Smart Start if Company fails to pay all fees when due or fails to perform its obligations under this Agreement; or (c) perform (i.e., take controls of Company's environment) Smart Start on Company's behalf. Company acknowledges that Smart Start does not include developing custom scripts, templates or queries; analyzing or troubleshooting performance issues resulting from or related to third party products, such as SQL or OS performance issues; nor will SolarWinds take control of Company's environment to perform full installations, configurations, migrations or upgrades. SolarWinds will not go on-site to the Company to perform any support offered under this Agreement.

Addendum B-2 SolarWinds SmartStart Orion Upgrade Addendum

SOLARWINDS SMART START ORION UPGRADE ADDENDUM TO THE SOLARWINDS SOFTWARE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

This Addendum (“Addendum”) forms part of the SolarWinds Software Support and Maintenance Terms and Conditions (“Support Agreement”, collectively “Agreement”) and is entered into and agreed upon by and between 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”(“Company”) and SolarWinds Worldwide, LLC (“SolarWinds Worldwide”). This Addendum shall be effective as of: (a) if Company is a direct customer, the SolarWinds invoice date for the Smart Start Orion Upgrade (“Orion Upgrade”) or (b) if Company is an indirect customer, Your notification date from SolarWinds in writing (including electronic communications) that You are able to access Your purchase (“Effective Date”).

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

1. Active Maintenance; Applicability. As of the Effective Date, Company represents and warrants that all licenses for which Company is buying the Orion Upgrade are under active maintenance and support as of the date hereof. Company agrees that the Orion Upgrade is only available for the SolarWinds software products, modules and additional polling stations (if applicable) under active maintenance and support, and built upon the Orion Platform. The parties also agree that SolarWinds will provide the Orion Upgrade for Company’s licenses under active maintenance and support only.

2. SolarWinds Obligations for Orion Upgrade. Subject to the terms of this Agreement, SolarWinds will devote a commercially reasonable amount of time during the Orion Upgrade Term (defined below) to provide Company with the following additional support:

- A named SolarWinds upgrade support engineer (“Upgrade Support Engineer”);
- A pre-upgrade telephone call (“Pre-Upgrade Call”) with Your Upgrade Support Engineer for 1 hour, covering SolarWinds product architecture, system requirements, and recommended path for the upgrade related to the applicable SolarWinds product(s) and to discuss available support resources. Company shall also schedule Company’s online remote upgrade support session (“Support Session”) during this time;
- A Support Session with Your Upgrade Support Engineer and an application engineer (if necessary) to assist Company with implementation of the applicable upgrade according to the Documentation;
- A 30 minute call after Your Support Session to discuss the success of the upgrade (“Review Call”); and
- Availability to assist with any issues arising directly from the Orion Upgrade during the relevant Upgrade Support Engineer’s business hours (8:00 AM – 5:00 PM). For clarity, SolarWinds Software Support is available outside of these hours.

3. Company Obligations. Company is required to (a) make a competent representative reasonably available for the Orion Upgrade; (b) have the required infrastructure and system requirements as set forth in the Documentation available to perform the Orion Upgrade; (c) schedule the Pre-Upgrade Call within the first 45 days after the Effective Date; and (d) complete the Support Session and Review Call within 60 days after the Effective Date.

4. Term; Expiration; Termination.

4.1 Term. The Orion Upgrade starts on the Effective Date and shall expire in accordance with section 4.2 (Expiration) unless sooner terminated in accordance with this Agreement.

4.2 Expiration. This Addendum and the availability of the Orion Upgrade shall automatically expire 60 days after the Effective Date or immediately without notice if Company fails to maintain active maintenance and support for all applicable SolarWinds software licenses receiving the Orion Upgrade.

4.3 Termination. SolarWinds may terminate this Addendum in accordance with the procedures set forth in the Contract Disputes Act for any material default or breach of the terms and conditions of this Addendum or the Agreement, unless the Company has cured such failure or default within such fifteen (15) day period, or immediately pursuant to the End User License Agreement or Support Agreement.

4.4 Exclusions. In regard to this Orion Upgrade, SolarWinds is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum, (b) provide the Orion Upgrade if Company fails to pay all fees when due or fails to perform its obligations under this Agreement; or (c) perform (i.e., take control of Company's environment) such upgrade on Company's behalf. Company acknowledges that SolarWinds will assist Company in such Orion Upgrade via remote support and the Orion Upgrade does not include developing custom scripts, templates or queries; analyzing or troubleshooting performance issues resulting from or related to third party products, such as SQL or OS performance issues, nor will SolarWinds take control of Company's environment to perform full installations, configurations, migrations or upgrades. SolarWinds will not go on site to the Company to perform any support offered either under this Agreement.

Addendum B-3 SolarWinds Premier Support Addendum
**SOLARWINDS PREMIER SUPPORT ADDENDUM TO
SOLARWINDS SOFTWARE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS**

This Addendum (“Addendum”) complements the SolarWinds Software Support and Maintenance Terms and Conditions (“Support Agreement”) and is entered into and agreed upon by and between 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” (“Company”) and SolarWinds Worldwide, LLC (“SolarWinds Worldwide”) as of the startdate of Premier Support provided for in Section 2.5 of this Addendum (“Effective Date”). All capitalized terms will have the meaning given to such terms in the Support Agreement unless a different meaning is provided in this Addendum. In addition to the terms in the Support Agreement, the following terms apply:

1. **ACTIVE MAINTENANCE; APPLICABILITY.** As of the Effective Date, Company represents and warrants that all licenses for which Company is buying Premier Support (defined below) are under active maintenance and support as of the date hereof. SolarWinds Worldwide will only provide Premier Support for Company’s SolarWinds Software licenses under active maintenance and support.
2. **SOLARWINDS PREMIER SUPPORT.** Upon receipt, processing, and invoicing of a purchase order for Premier Support and subject to the terms of this Addendum and the Support Agreement, SolarWinds will provide Company during the Premier Support Term (defined below) with the following additional support (“Premier Support”) for the applicable Software licenses:
 - 2.1 **Service Level Guidelines.** SolarWinds Worldwide will use commercially reasonable efforts to adhere to the following targeted initial response times based on Company’s designated location and designation (whether written or oral) to SolarWinds at the time of the request:

| Designation | Definition | Targeted Initial Response Time |
|-------------|--|---|
| System Down | The product is non-functional and/or has an unrecoverable service failure. Critical Business Impact. | 1 hour or less from Company’s case creation (Web ticket or phone). 24x5 Priority Routing. Weekend Support: Professional Support. |
| High | The product is functional but with consistent issues or one product area is nonfunctional. Functionality is degraded. Some business impact. | 4 hours or less from Company’s case creation (Web ticket or phone) during the following hours: 24x5 Priority Routing. Weekend Support: Professional Support. |
| Medium | The product is functional with minor or intermittent issues. Occasional functionality degradation. Minimal business impact. | 8 hours or less from Company’s case creation (Web ticket or phone) during the following hours 24x5 Priority Routing. Weekend Support: Professional Support. |
| Low | The product is functional with no apparent issues. Requests for upgrade documentation, feature requests, technical information, how to questions, product use questions. No business impact. | 24 hours or less from Company’s case creation (Web ticket or phone) during the following hours: 24x5 Priority Routing. Weekend Support: Professional Support |

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

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

2.3 **Upgrade Assistance.** Upon Company's request, SolarWinds Worldwide will review and advise Company on Company's scheduled Software license upgrades via remote support. However, at no time will SolarWinds Worldwide perform (i.e., take controls of Company's environment) such upgrade on Company's behalf.

2.4 **Annual Environmental Health Check.** Upon Company's request, SolarWinds will provide Company a health check of the Company's SolarWinds environment once per year. The checkup will consist of a high level overview of Company's environment which may include SolarWinds Software diagnostics, a high level overview of Company's Software implementation, and information related to improving SolarWinds Software performance based on the Documentation. SolarWinds Worldwide and Company will mutually agree in writing on the date(s) for the checkup to be completed.

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

3. EXPIRATION; TERMINATION. Premier Support will automatically expire without notice if Company fails to maintain active maintenance and support for all applicable SolarWinds software licenses receiving Premier Support or after the Premier Support Term. For clarity, SolarWinds Worldwide will continue to provide Premier Support to all other applicable licenses that remain under active maintenance and support during the Premier Support Term. SolarWinds Worldwide may terminate this Addendum and Premier Support in accordance with the procedures set forth in the Contract Disputes Act for any material default or breach of the terms and conditions of this Addendum, the SolarWinds End User License Agreement or the Support Agreement, unless Company has cured such breach or default within such 15-day period. However, there will be no cure period for a breach of the license restrictions contained in the SolarWinds End User License Agreement or if Company misappropriates any of SolarWinds intellectual property rights.

4. GENERAL EXCLUSIONS. SolarWinds is not obligated to (a) provide any support other than what is offered under the Support Agreement and this Addendum, or (b) perform Premier Support if Company fails to pay all applicable fees when due or fails to perform Company's obligations in Section 2.2 (Designated Representatives) of this Addendum or Section 4 (Your Obligations) in the Support Agreement. Company acknowledges that Premier Support does not include developing custom scripts, templates or queries; analyzing or troubleshooting performance issues resulting from or related to third party products, such as SQL or OS performance issues, nor will SolarWinds take control of Company's environment to perform installations, configurations, migrations or upgrades. SolarWinds will not go on site to the Company to perform any support offered either under this Addendum or the Support Agreement.