

SolarWinds Service Level Agreement for SolarWinds Observability and SolarWinds ServiceDesk

(TX DIR)

1. Introduction

This Service Level Agreement (this “SLA”) is an addendum to Your SolarWinds Software Services Agreement (the “Agreement”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the SolarWinds Observability and SolarWinds ServiceDesk offerings only (the “SaaS Product(s)”), and does not apply to other services or software, or any other product or offering made available in connection with the SaaS Products, including without limitation, any on-premises software that may be utilized with the SaaS Products.

2. Definitions

“**Applicable Monthly Period**” means, for a calendar month in which a Service Credit is owed, the number of days that You are a paid-up customer of a SaaS Product.

“**Applicable Monthly Service Fees**” means the total fees actually paid by you for a SaaS Product that are applied to the month in which a Service Credit is owed.

“**Availability**” means, the SaaS Product(s) are available for Users to login, and (a) with respect to SolarWinds Observability, access Your monitored data, and (b) with respect to SolarWinds ServiceDesk, view Your incident data.

“**Monthly Uptime Percentage**” means the total minutes in a calendar month less the total minutes of Unavailability in such calendar month, multiplied by 100, and then divided by the total minutes in such calendar month.

“**Scheduled Downtime**” means periods of planned downtime related to network, hardware, or maintenance or upgrades, as communicated to You in advance.

“**Service Credit**” is the percentage of the Applicable Monthly Service Fees credited to You following SolarWinds’ claim approval.

“**Service Level**” means the performance metric(s) set forth in this SLA that SolarWinds agrees to meet in the delivery of the SaaS Products.

3. RPO and RTO

Recovery Time Objective (RTO) target: 8 hours

Recovery Point Objective (RPO) target: 24 hours

4. Availability

SolarWinds will use commercially reasonable efforts to provide 99.9% availability for the SaaS Products.

In the event the availability falls below 99.9% (subject, however, to Scheduled Downtime), the following Service Credits shall apply:

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Monthly Uptime Percentage	Service Credit
Less than 99.9 but greater than 99.0%	10%
Less than 99.0%	25%

5. Service Credits

If we fail to achieve and maintain the service levels for the SaaS Products as described in this SLA, then You may be eligible for a Service Credit towards a portion of Your Applicable Monthly Services Fees. Service Credits apply only to fees paid for the applicable SaaS Product for which a service level has not been met.

Service Credits shall be shown as a deduction from the amount due from You in the next invoice then due to be issued under the Agreement. We shall not in any circumstances be obliged to pay any money or make any refund to You. No Service Credits will be provided if You are not current in Your payment obligations. Service Credits are Your sole and exclusive remedy for any performance or availability issues for any SaaS Product under the Agreement and this SLA.

The total Service Credits for a given month will, in no event, exceed an amount equal to thirty-five percent (35%) of the then-current pro-rata Applicable Monthly Services Fee for affected SaaS Product.

6. Process

If SolarWinds fails to meet the Availability for a SaaS Product in an Applicable Monthly Period and You provide notice of Your request for Service Credits within five (5) days after the end of such month, You may be entitled to a Service Credit. Your failure to provide a timely request for Service Credits will constitute a forfeiture of such Service Credit for the month in question. When providing notice of a request for Service Credits, You must provide a detailed description of the Incident, including date, time and duration.

We will evaluate all available information and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within sixty (60) days of receipt.

7. Exceptions

This SLA and any applicable Service Levels do not apply to any performance or Availability issues:

- resulting from Scheduled Downtime or any emergency maintenance that cannot be performed during Scheduled Downtime due to the urgent nature of the need (as determined in SolarWinds' discretion);
- resulting from the use of any services, hardware, or software which are not the SaaS Product(s) and/or are not provided by us, including, but not limited to, third-party software or services or the acts or omissions of the vendors of such third-party software or services;
- caused by use of a SaaS Product other than in accordance with the Agreement or the Documentation, including, without limitation, Your failure to adhere to any required configurations, or Your use of the SaaS Product in a manner inconsistent with the features and functionality of the SaaS Product;

- resulting from Your failure to modify Your use of a SaaS Product after we advised you to do so;
- resulting from Your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of Your passwords or equipment, or otherwise resulting from Your failure to follow appropriate security practices, or resulting from any of Your Data, equipment, software, network connections or other infrastructure controlled by or under the control of You.
- Force majeure events, denial of service attacks, viruses, or hacking attacks, or any other events that are not within our control, including, without limitation, Internet access or related problems;
- In addition, SaaS Products will not be considered Unavailable due to failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or, any outages caused by power supply carriers or cloud providers.