End User Responsibilities for Service Description 3.4

1. Administration and operation. End User is responsible for the administration and operation of the STaaS Products, including, but not limited to the following.

   - Configuration, use, operations, and management of ONTAP or StorageGRID features.
   - Storage Array capacity and resources consumption resulting from ONTAP or StorageGRID feature(s) use.
   - ONTAP data storage virtual machine configuration.
   - End User specific patch identification and installation.
   - Storage Provisioning.
   - Equipment moves during subscription term (after notifying and upon gaining NetApp approval).
   - Enhanced reporting or monitoring of STaaS Products.
   - Maintaining (and not disabling or interfering with) the Monitoring Tools.
   - Making, at times during the Subscription Term during End User's regular business hours, all STaaS Products available for physical and logical inspection, with reasonable prior notice, subject to End User's reasonable security procedures.
   - Ensuring feature or service applicability, compatibility, co- and pre-requisites, design, architecture, additional hardware and software required, installation, integration, administration, management, support, testing, and documentation.
   - Consumption of Committed Capacity and STaaS Product resources resulting from use of the features and services, which may affect capacity and resources available to deliver STaaS Services

2. Data protection, security, and management. End User is responsible for designing, configuring, administering, and maintaining:

   - Physical, network, and access security.
   - Data-at-rest and data-in-flight encryption.
   - All aspects of End User data backup and recovery and business continuity/disaster recovery.
   - Integration and/or automation of the STaaS Services with End User environment or applications.
   - Adherence to End User applicable industry or government compliance requirements.
   - Data migration to/from STaaS Products.

3. Requirements Disclosure. End User will provide to NetApp relevant End User Site, technical, workload, operations, and other relevant requirements to determine proper Keystone STaaS Order configuration and STaaS Products selection prior to STaaS Product shipment. Changes to any requirements after Order placement may impact rates or incur additional Fees.

4. Site Preparation. End User will prepare site for deployment of STaaS Products, per provided site specifications, and provide confirmation to NetApp of site preparation completion; only after receipt of such confirmation will NetApp ship STaaS Products. User must provide:

   4.1. Facilities.

   - Racks and space, per specifications.
   - Redundant, protected power, PDUs, receptacle types and quantities, per specifications.
   - Cooling, per specifications.
   - Moving STaaS Products between shipping/loading area and installation location of facility.

   4.2. Network.

   - Network cables and cabling required to connect End User data switches and/or fibre channel switches and hosts to STaaS Products.
   - Network cables and cabling required to connect End User management switches and hosts to STaaS Products.
   - Network services configuration.
   - SFPs required for End User equipment.

   4.3. Monitoring & Management

   - End User provided and managed virtual machine for hosting of Monitoring Tool.
   - Management network connectivity between management server and management ports of STaaS Products.
   - Internet connectivity for Monitoring Tool to transmit consumption and health data from Monitoring Tool and storage arrays.
   - Remote support and management access to management ports of STaaS Products, via mutually agreed to tool(s), method(s), and times.

5. End User-Owned Products. End User is responsible for all aspects of End User-owned equipment (NetApp or non-NetApp), including applicability, compatibility, co- and pre-requisites, design, architecture, additional hardware, and software required, installation, integration, administration, management, support, testing, and documentation.

6. End User-specific solutions. End User is responsible for all aspects of the solution within which STaaS Services will be deployed (e.g., data management, data protection, encryption, monitoring, reporting, security & compliance, ticketing), including applicability, compatibility, co- and pre-requisites, design, architecture, additional hardware, and software required, installation, integration, administration, management, support, testing, and documentation.

7. Site Access. End User is responsible for providing NetApp personnel access to Site, in a timely manner, for purposes including, but not limited to, the following.

    - Site validation.
    - STaaS Product inventory, installation, and configuration.
    - STaaS Product maintenance, support, including troubleshooting, remediation, and parts replacement.
    - STaaS Product deinstallation and removal.

8. Equipment Move. End User may request approval to relocate the STaaS Products. Relocation is not included in the STaaS Services or Fees unless expressly stated in a Quote. Following terms and conditions apply:

    - End User must provide written request to NetApp at least 60 days prior to intended move date.
    - NetApp will investigate and may provide approval and potential additional terms and conditions, based on business, legal, financial, compliance, support, and other considerations.
    - All STaaS Products that were provided per related Order(s) are required to be moved together.
    - All effort, services, or additional hardware required to enable move are not included in Keystone service pricing.
    - NetApp is not responsible for any service interruption, loss of End User Data, providing reporting or Service Levels during move.
    - End User is responsible for backup, migration, encryption, compliance, and securing of End User data during move.
    - End User is responsible for continuing Minimum Payment and any other payments due, per related Order(s), during and after move.
    - It is recommended that End User contract NetApp or Partner, if available, to project manage, deinstall, obtain packaging, and package STaaS Products.
    - End User is responsible for shipping, with appropriate replacement value insurance.
    - End User is responsible for loss of or damage to STaaS Products during move and is not covered by NetApp support or warranty.
    - End User is responsible for site preparation at destination Site.
    - End User is required to contract NetApp PS or Partner, to deploy service at destination Site, with roles and responsibilities of NetApp, End User, and Partner being same as during initial installation.

9. Subscription expiration, cancellation, termination.

    NetApp is not responsible for access to, availability, or loss of End User data on STaaS Products after end of Subscription Term. By end of Subscription Term, End User must:

    - Discontinue use of STaaS Services.
    - Backup, migrate, delete, and/or sanitize media (without rendering media unusable), if and as required by NetApp.
    - Notify NetApp that STaaS Services can be deactivated and schedule deinstallation date (within 15 days of end of Subscription Term).
    - Transport packaged items to End User shipping area for return pickup.
    - All effort, hardware, software, or services related to transferring End User data from STaaS Services are not included as part of STaaS Services or Fees.
    - End User may receive an extension of STaaS Services beyond the Subscription Term, for express purpose of an orderly transfer of End User data out of STaaS Services, contingent on NetApp approval. The following terms and conditions apply:
        - End User must provide a written request to NetApp at least 90 days prior to expiration of the current Subscription Term.
        - Allowance is made for a period of one calendar month, at pro-rated, on per day basis fees.

10. Modification and Disablement. Without prior NetApp approval, End User may not:

    - Modify ONTAP software version.

- Disable or turn OFF Monitoring Tool or remove NetApp’s ability to monitor consumption or health.
- Remove NetApp’s access to controller’s management ports.
- Disable data efficiencies, including compression, compaction, deduplication, thin provisioning.
- Add, remove, or modify Subscription Hardware.