



**Service Level Agreement for CloudCheckr Service**  
**Last Modified: February 2022**

**Terms**

This Service Level Agreement (“SLA”) for NetApp’s CloudCheckr Services (the “**Service**”) is a part of the NetApp Terms of Service. Capitalized terms used, but not defined in this SLA, will have the meaning assigned to them in the NetApp Terms of Service.

If the Service does not achieve the service levels described in this SLA, then you may be eligible for a service credit.

NetApp may change this SLA by notifying you on the proposed modification. You may object to the proposed modification by giving us a written notice thereof within thirty (30) days from the date you were first notified of the modification. Any objection to a proposed modification must be submitted pursuant to the claims process described below. Should NetApp disregard your objection and enact the proposed modification, you may terminate the affected Service by giving NetApp a thirty (30) days prior written notice. In such an event, you shall not be subject to an early termination fee. However, you will still be responsible for all outstanding charges for the Service provided to you by NetApp before the effective date of the termination.

If you have purchased a Service subscription, we will honor the SLA in effect at the outset of your subscription for the duration of your initial subscription term. However, if you renew your subscription, the version of this SLA that is in effect the time of renewal will apply throughout your renewal term.

**Definitions**

“Allowable Downtime” means scheduled NetApp maintenance and upgrades.

“Maximum Available Minutes” means the total number of minutes in a month.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes that have no Service Connectivity, excluding a period when the Service is not available due to Allowable Downtime.

“Uptime Percentage” shall be defined as  $\text{Monthly Uptime Percentage \%} = (\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}$ .

**The Availability Service Level**

During the Subscription Term in which Customer receives the Service from NetApp, the Service will maintain a Monthly Uptime Percentage of at least 99% in any calendar month. If NetApp does not meet the Service Levels, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Service Credits described below. This Agreement states Customer’s sole and exclusive remedy for any failure by NetApp to meet the Service Levels.

**Claims Process**

To receive any of the Service Credits described below, you must notify NetApp at [support@cloudcheckr.com](mailto:support@cloudcheckr.com) within thirty days from the time you are eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

**Service Credits**

<b>Monthly Uptime Percentage</b>	<b>Days of Service added to the Subscription Term</b>
<b>99% - &gt;97.5%</b>	<b>1</b>
<b>97.5% - &gt;95%</b>	<b>2</b>
<b>94.9% or below</b>	<b>5</b>

**Limitations**

The aggregate maximum number of Service Credits to be issued by NetApp to Customer for all Downtime that occurs in a single calendar month shall not exceed five days of Services added to the end of Customer’s Subscription Term. Service Credits may not be exchanged for or converted to monetary amounts



## Exceptions

This SLA does not apply to any performance issues which are attributable to: (i) Allowable Downtime; (ii) administrative actions taken by non-NetApp personnel that impact end user access; (iii) a force majeure event or factors which are outside NetApp's reasonable ability to control; (iv) your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within NetApp's direct control); (v) your use of the Service after we advised you to discontinue or modify your use of the Service, if you did not modify your use as advised; (vi) preview, pre-release, beta or trial versions or features of the Service; (vii) your failure to adhere to Service restrictions or the Acceptable Use Policy as identified in the NetApp Terms of Service;; and (viii) any suspension and termination of your right to use the Service in accordance with the Terms of Service.