



Service Level Agreement for CloudCheckr Service

Last Modified: October 2022

Terms

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

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

We reserve the right to change the terms of this SLA or discontinue the SLA at our discretion. 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.

“Downtime” means 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.

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

“Service Connectivity” means that the Service can be accessed.”

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

The Availability Service Level

During the Subscription Term in which you receive the Service from NetApp, the Service will maintain a Monthly Uptime Percentage of at least 99% in any monthly billing cycle.

Claims Process

To receive any of the service credits described below, you must notify NetApp at support@cloudcheckr.com within four weeks of the incident. Failure to comply with this requirement will forfeit your right to receive a service credit.

Service Credits

Monthly Uptime Percentage	Days of Service added to the Subscription Term
99% - >97.5%	1
97.5% - >95%	2
94.9% or below	5

Limitations

We will evaluate all information provided and make a good faith determination as to whether a service credit is owed for the future use of the Service. The service credit will not exceed five additional days of Service availability, which will be added to your Subscription Term. The service credit can only be applied to towards your future payments for the Service.

Exceptions

This SLA does not apply to any 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 Terms; (viii) data in transit authentication and/or encryption (signing and/or sealing); or (ix) any suspension and termination of your right to use the Service in accordance with the Terms.