



SERVICE DESCRIPTION

NetApp Managed Services: Monitor Service

Service Background and Overview

The customer has requested that NetApp provide NetApp's managed professional consulting services (hereinafter referred to as "Managed Services" or "Professional Services"). NetApp® Managed Services are designed to assist organizations of all sizes and complexity as those organizations continue their hybrid cloud and digital transformation strategies. The NetApp Managed Services Monitor Service can relieve IT departments of 24/7 monitoring of their NetApp infrastructure and provide procedural best practices for the monitoring process.

The Monitor Service is delivered in the form of a fixed-price engagement with specific outcomes that are designed to supplement the customer's internal IT staff. NetApp technical resources will deliver the skills, knowledge, and expertise that are needed to meet specific customer objectives and to maximize the investment that the customer has made in NetApp technology.

The Monitor Service may be purchased directly from NetApp or through a NetApp authorized reseller. The Monitor Service is provided on a fixed-price basis in accordance with the terms of this service description, in connection with the NetApp manufactured or distributed equipment that is owned or licensed by the customer.

Scope of Managed Services

NetApp will provide a qualified team to deliver the Managed Services that are specified in this service description. If this service description does not meet the customer's requirements, a statement of work (SOW) is necessary. The Managed Services will be delivered remotely and will operate 24/7/365. NetApp will assign a service delivery manager (SDM) in accordance with the scope of the Monitor Service. The SDM will be responsible for managing the day-to-day operations of the Monitor Service and will be the primary contact for the customer and for the NetApp account teams.

The Monitor Service pricing depends on which NetApp technology is being monitored, the Schedule of Performance terms, and the size of the customer environment. These factors are identified and documented in the Managed Services Implementation Details document, which is developed and is provided to the customer during the quote process. NetApp and the customer agree on the terms of the Managed Services Implementation Details document before the order is placed and before the purchase order is issued.

The Managed Services delivery team performs functions that include, but are not limited to, the following tasks.

Comprehensive Monitoring

- Onboarding of the Monitor Service, including:
 - Infrastructure and team identification
 - Configuration of alert settings
 - Reporting definitions
 - Customer equipment support status
 - Escalation procedures
 - Access for SNMP traffic to a remote connectivity platform

- 24/7/365 remote monitoring and alerting of the identified environment:
 - Event detection
 - Event classification: Informational and Exceptional
 - Event notification: Informational and Exceptional
- NetApp may provide the following Monthly Reports:
 - Alert Executive Summary
 - Support Case Activity and Issues

Deliverables

In connection with the Managed Services, NetApp will provide the following tangible materials (the “Deliverables”) to the customer in a format or by a method that is mutually agreed upon between the parties:

- Monthly Reports
- Certificate of Completion

Out-of-Scope Services

NetApp Managed Services are not intended to perform consulting services on a customer’s storage system. Such consulting services are available as additional services that are described in an SOW. Some examples of other out-of-scope services include:

- Basic hardware and software installation services
- Purchase of hardware and licensing of software
- Project work, such as integrations (for example, Microsoft Exchange, Microsoft SQL Server, or Oracle), migrations, complex disaster recovery, or configuration backup

In addition, NetApp is not responsible for the effectiveness of the firmware upgrade code version that is recommended.

Schedule of Performance

The estimated Managed Services start date is approximately 4 weeks from the date of the customer’s approved purchase order. If performance of the Monitor Service does not commence within 1 year of the purchase order date, the order will automatically terminate in the absence of a written change request. The Monitor Service requires delivery to be during consecutive months after the actual Managed Services start date. The quantity of consecutive months is identified in the Managed Services Implementation Details document that NetApp provides.

Assumptions and Responsibilities

- The Managed Services defined herein shall be delivered remotely unless otherwise agreed upon.
- NetApp is not responsible for any application or host system access that encompasses coding, scripting, application analysis, system performance, troubleshooting, or application logins outside of the Managed Services that are expressly described in this service description.
- This service description applies to Managed Services only. The customer is solely responsible for separately obtaining and/or preparing as required any and all hardware and software that are requested or needed by the customer in relation to the Managed Services.
- NetApp and the customer will provide a contact who will be responsible for coordinating and managing obligations under this service description.
- To avoid missed monitoring alerts, the customer must notify NetApp of any planned maintenance activity.

Information and expertise

The customer will make available to NetApp staff:

- Documentation and information that are accurate, complete, and up-to-date.
- Knowledgeable staff and system administrators by pager, by telephone, or by cellphone. These contacts are to provide background information and to clarify information that is required to perform the Managed Services.

Communication

The customer is responsible for all communication to the customer's internal users, including notification of maintenance and migration windows, as required.

Licenses

The customer will have obtained any and all permissions and licenses from third parties that are necessary for NetApp or a NetApp subcontractor to successfully perform the Managed Services and hereby grants NetApp and its subcontractors all necessary licenses for NetApp or a NetApp subcontractor to successfully perform the Managed Services.

Fee Description and Payment

Before NetApp performs any Managed Services, NetApp requires an approved purchase order from the customer or from an authorized reseller that is acceptable to NetApp. NetApp will invoice upon receipt of an approved purchase order. Payments are nonrefundable, with no right to refund or credit. If the customer requires any additional time, a new NetApp sales quote and purchase order will be required.

Change Process

- Changes to this service description will be documented in a change request.
- Any renewals or scheduling adjustments that affect the fees will require a new NetApp sales quote.
- Implementation of any additional services that affect the pricing will require an approved customer change order to the customer's existing purchase order or an additional purchase order.

Acceptance

- Upon completion of the engagement, the customer will receive a Certificate of Completion form to sign.
- If the Certificate of Completion form is not signed within 5 business days from the customer's receipt, the Managed Services will be deemed accepted unless customer submits a written notification of a service performance issue.

Incorporated Terms

In the absence of an effective written agreement between the parties, expressly governing the Managed Services, this Monitor Service is governed by the standard NetApp Professional Services terms, posted at www.netapp.com/us/how-to-buy/stc.html as of the sales quotation date (NetApp standard Professional Services terms), which are incorporated herein by reference. If the customer wants to negotiate any of the terms herein, a NetApp SOW is required.