



Level Agreement for Cloud Volumes Service for GCP

Last Modified: November 2020

Terms

This Service Level Agreement (“SLA”) for Cloud Volumes Service for GCP (the “Service”) is part of the Cloud Data Services Terms. Capitalized terms used, but not defined in this SLA, will have the meaning assigned to them in the Cloud Data Services 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 or a temporary loss of Volume Connectivity that does not exceed five (5) minutes.

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

“Volume” is a logical resource in the Service that contains a file system and is used to store data.

“Volume Connectivity” is bi-directional network traffic between the Volume and other IP addresses using TCP or UDP network protocols in which the Volume is configured for allowed traffic.

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

“Provisioned Capacity” means the terabytes of the Service of the NetApp Solution which are reserved for utilization.

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

The Availability Service Level

NetApp will use commercially reasonable efforts to make the Service available with an Uptime Percentage of at least 99.9%, during any monthly billing cycle.

Claims Process

If at any time during your consumption of the Service, you determine that you are not receiving the Availability Service Level, initiate a case with Google technical support and include the following information:

1. Your Google Cloud billing account ID
2. Your Google Cloud project ID and Google Cloud project number
3. Volume impacted
4. Time, date, and description of the issue
5. Calculated Downtime
6. All applicable documentation which will corroborate your claimed outage
7. Service details:
 - a. Partner name: NetApp
 - b. Product: Cloud Volumes Service for GCP
 - c. MarketPlace URL: <https://console.cloud.google.com/marketplace/details/endpoints/cloudvolumesgcp-api.netapp.com>

Service Credits

We will evaluate all information provided and will make a good faith determination as to whether a service credit is owed for your future use of the Service. The service credit will not exceed 20% of the monthly cost of your initial Provisioned Capacity performance tier for the affected volume. Please be aware, it may take up to four (4) weeks to process a service credit.

Limitations

You must initiate a case with Google technical support within four weeks of the incident, and you are only eligible to receive one service credit per month per account. 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) a force majeure event or factors which are outside NetApp’s reasonable ability to control; (iii) your equipment, software or other technology and/or third party equipment,



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software or other technology (other than third party equipment within NetApp's direct control); (iv) 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; (v) preview, pre-release, early access, alpha, beta or trial versions of the Service or trial features within the Service; (vi) your failure to adhere to Service restrictions or the Acceptable Use Policy in the Cloud Data Services terms; and (vii) any suspension and termination of your right to use the Service in accordance with the Cloud Data Services Terms.