NetApp®

NetApp Storage Lifecycle Program

NetApp's Storage Lifecycle Program ("SLP" or "Program") removes the burden of complex and time-consuming upgrade cycles for Customers. The Program allows Customers to reduce cost and risk by buying a storage system once and having that system updated as a service. The Program also future proofs investments Customers make today and enables them to stay current with technology innovations in the future.

NetApp's Program provides Customers with controller and software updates, and controller update services and support services. Pricing for the renewal of these services is flat and predictable. Customers also can trade in their storage media for a credit toward the purchase of new storage media. The terms of the Program are provided below.

1. **SLP Services.**
   1.1   **Overview.** A Customer who purchases an eligible NetApp-branded controller from NetApp's AFF, ASA or FAS product family ("Purchased Controller") also may purchase a bundle of services that entitle Customer to receive controller and software updates, as well as controller update services and support services (collectively, "Services"). "Services Period" means the period of time during which a Customer is entitled to receive Services.
   1.2   **SLP Services Description.**
       a. **Controller Update.** If Customer purchases a total of at least six years of Services (either when purchasing the Purchased Controller or when renewing Services), NetApp will ship a new controller with features and functionality that NetApp has determined is at least equivalent to the Purchased Controller ("New Controller") to Customer.
       b. **Controller Update Services**. For each Customer entitled to a Controller Update, NetApp will, upon request, replace the head of a Purchased Controller ("Head Swap Services"). Head Swap Services details are provided in the services description at Controller Update Services.
       c. **Managed Upgrade Service.** Twice every 12 months during the Services Period, NetApp will, upon request, assist Customer with installing ONTAP software updates onto Customer's Purchased Controller or New Controller, as provided in the service description at Managed Upgrade Service.
       d. **Technical Support Services.** During the Services Period, NetApp will provide technical support services to Customer, as provided in the service description at Technical Support Services.
   1.3   **SLP Availability.**
       a. **Point of Sale Purchase**. Customer must purchase Services from NetApp or a NetApp authorized reseller at the same time that Customer purchases the Purchased Controller.
       b. **Initial Services Period**. Customer may purchase Services with the Purchased Controller for a three, four, five or six year Services Period.
       c. **Services Period Renewals**. A Customer may renew Services at any time before the end of a Services Period for a renewal period between one and six years.
       d. **Flat and Predictable Renewals Pricing.** A Customer who renews Services directly with NetApp will receive renewals pricing that is flat and predictable, i.e., pricing designed to avoid substantial increases in the percentage rate used to calculate the price that Customer paid for initial Services. Such pricing is i) subject to increases for annual inflation (as measured by the Producer Price Index), for macroeconomic factors, such as supply chain constraints, and for support for third party branded products; and ii) excludes any one-time promotional discounts provided to Customer.
   1.4   **Controller Update and Head Swap Services.**

a. **Eligibility.** Customer is eligible to receive a Controller Update and Head Swap Services (collectively, "Updates") after at least three years of a Services Period have passed, so long as Customer has purchased a minimum of six years of Services, either when purchasing the Purchased Controller or when renewing Services. For example, a Customer is eligible to receive Updates starting from the end of the third year of the Services Period if Customer has purchased a total of at least six years of Services. A Customer also is eligible to receive Updates starting at the end of the sixth year of the Services Period if Customer has purchased a total of at least nine years of Services.

b. **Controller Update Flexibility.** A Customer eligible for Updates may, in their discretion, forego Updates and instead receive a credit that Customer can apply toward the purchase of eligible NetApp products and services, as determined at the time that Customer elects to exercise their Update.

c. **Controller Returns.** Customer will provide NetApp with a certificate of destruction or return the Purchased Controller (or the controller that is being returned for an updated controller, as applicable), at Customer's expense, within 45 days of receipt of the New Controller, and will follow the return guidelines that NetApp provides to Customer. If the controller is not timely returned or the certificate of destruction is not timely provided, then Customer will pay NetApp the then-current list price of the New Controller that Customer receives.

d. **Technical**. Customer may transfer NetApp software licenses used on the Purchased Controller to the New Controller (or from one New Controller to another New Controller, as applicable). Before a Controller Update, Customer i) will coordinate with NetApp so that Head Swap Services can be provided; ii) may be required to update the software version on the Purchased Controller (or the controller that is being returned for an updated controller, as applicable), as such controller must be capable of running, at a minimum, the oldest version of software that can be run on the New Controller; and iii) may be required to purchase upgraded components if existing components are not compatible with any New Controller or if Customer prefers components with enhanced performance for their New Controller.

2. **Capacity Refresh.**
   2.1 **Overview.** Following the first year of and thereafter throughout the Services Period, Customer may trade in previously purchased storage media used with a Purchased or a New Controller for a credit toward the purchase of new storage media from NetApp or a NetApp authorized reseller.

   2.2 **Capacity Refresh Details.** For every four terabytes ("TB") of raw capacity that Customer purchases, Customer will receive a credit of one TB of raw capacity. For example, if Customer trades in 25 TB of existing raw capacity and purchases 75 TB of new raw capacity, then Customer would receive a total of 100 TB of new raw capacity (100 TB purchased at the price of 75 TB).

   2.3 **Requirements.** New storage media may only be used with Purchased or New Controllers that are eligible to receive Services, and must be the same type of media as the media that Customer is trading in (e.g., Solid State Drive ("SSD") for SSD; Hard Disk Drive ("HDD") for HDD). Any storage media that contains the root partition (i.e., a logical piece of a disk partition that contains system specific configuration files) may not be traded in unless the Purchased or New Controller associated with the storage media will be promptly decommissioned following data migration. Customer must return the storage media to be traded in to NetApp, at Customer's expense, within 45 days of receipt of the new storage media and follow the return guidelines that NetApp provides to Customer. Customer is solely responsible for migrating data from existing storage media to new storage media, and for deleting, encrypting or rendering irrecoverable all data stored on returned storage media before it is returned. Promotional discounts do not apply to storage media purchased under this Program.

3. **Terms of Sale.** These terms supplement the terms and conditions between NetApp and Customer that apply to Customer's purchase of NetApp products and services (including the Purchased Controller and Services). NetApp may change, modify or end this Program at any time without notice. If Customer does not renew Services, then Customer's right to receive Services ends upon expiration

of the Services Period. Separate promotions offered by NetApp, and contract pricing agreements in effect between NetApp and Customer, do not apply to any products (including the Purchased Controller or storage media) or support or professional services (including Services) purchased under this Program. Customers who purchase SLP may also take advantage of other NetApp programs, such as the Storage Efficiency Guarantee and Controller Upgrade offers. Please see your NetApp representative for more details.