



NetApp FAS System Price Protection Guarantee Terms and Conditions

This NetApp FAS System Price Protection guarantee is governed by the terms and conditions (“**Terms**”) set forth below.

DEFINITIONS.

“**Customer**” means a NetApp customer purchasing, for its own use, an Eligible FAS Product directly from NetApp, a Partner purchasing directly from NetApp (i.e. tier 1 reseller), or a Distribution Partner.

“**Distribution Partner**” means an entity authorized by NetApp to purchase an Eligible FAS Product directly from NetApp and distribute to a Partner (i.e. tier 2 reseller).

“**Eligible FAS Product**” means a new FAS90/70/50/2820/2750 system, or add-on NL-SAS HDD capacities for existing FAS systems, with NLSAS HDD or Hybrid NL-SAS HDD FlashPool configurations.

“**Partner**” means a third party authorized by NetApp to purchase an Eligible FAS Product and resell to an end user.

“**Program Window**” means the time period during which Protected Price Quotes are offered by NetApp, being May 11th, 2026 through October 30th, 2026.

“**Protected Price Quote**” means an applicable NetApp price quotation issued by NetApp, directly to a Customer during the Program Window, with a specific reference to the Guarantee under these Terms, for the purchase of Eligible FAS Product(s).

“**Purchase Order**” means an electronic order provided to NetApp referencing a Protected Price Quote and consistent with these Terms for the purchase of Eligible FAS Product(s).

THE GUARANTEE

Subject to satisfaction of all Requirements, solely and exclusively for Purchase Orders placed directly with NetApp, NetApp guarantees to its Customers that the final net price (excluding taxes and shipping) for Eligible FAS Products in any Purchase Order will not exceed the referenced Protected Price Quote, provided the order is placed within ninety (90) days of the quote date (the “**Guarantee**”), provided, however, that the Guarantee shall not apply to the extent any increase in the final net price that results from acts of God, acts of civil or military authority, governmental priorities, fire, floods, earthquakes, epidemics or pandemics, quarantine, energy crises, strikes, labor trouble, terrorism, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of a party (a “Force Majeure Event”).

REQUIREMENTS.

To be eligible for the Guarantee, each of the following requirements (“**Requirements**”) must be met:

- The Protected Price Quote must NOT include any of the following configurations:
 - The FlashPool SSD capacity exceeds 10% of the total system capacity.
 - The FlashPool SSD capacity exceeds the maximum capacity of 144TB.
- The Protected Price Quote must NOT include any 10K SAS drives.
- For add-on NL-SAS HDD capacity for existing FAS systems of a Customer, such existing FAS systems shall not have been purchased under these Terms.

LIMITATION OF LIABILITY.

IN NO EVENT WILL NETAPP OR ITS SUPPLIERS BE LIABLE (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS GUARANTEE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; AND NETAPP'S TOTAL LIABILITY TO CUSTOMER UNDER THE GUARANTEE SHALL NOT EXCEED ONE DOLLAR (\$1) UNDER ANY CIRCUMSTANCES.

DISCLAIMER OF ADDITIONAL WARRANTIES

Any statements, descriptions, forecasts, or other representations regarding the performance, capabilities, or characteristics of the Eligible FAS Products—whether made by sales personnel, account representatives, or any other NetApp employees or agents—are for informational purposes only. Such statements do not create, expand, or modify any warranty obligations which are expressly set forth in the applicable written agreement(s) between the Customer and NetApp. No verbal or written statements outside those agreements shall be interpreted as creating any additional warranties, guarantees, or commitments of any kind.

MISCELLANEOUS.

General. This Guarantee is exclusively governed by these Terms and is void where prohibited or restricted by law. NetApp reserves the right to change the Terms, including modifying or terminating the Guarantee, at any time without notice and without recourse to the Customer. Such early termination will not affect any Purchase Order that have been placed by Customer prior to termination. Unless otherwise restricted by law, these Terms will be construed pursuant to the governing law as set forth in (a) Customer's separate written agreement with NetApp that governs Customer's purchase of the Eligible FAS Products, or (b) in the absence of such agreement, or if the Customer is purchasing the Eligible FAS Products from a NetApp reseller, the applicable terms of sale on NetApp's How to Buy site at <https://www.netapp.com/how-to-buy/sales-terms-and-conditions/> that apply to Customer's purchase of the Eligible FAS Products. In the event of any conflict between these Terms and the terms referenced in (a) or (b) above, as applicable, these Terms will prevail. All other terms and conditions in the terms referenced in (a) or (b) above that are not expressly modified by this Guarantee remain in full force and effect.

Third Party Beneficiaries. These Terms are not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. For the avoidance of doubt, only the Customer has the right to enforce these Terms or pursue claims relating to it against NetApp.