



## Service Level Agreement for Cloud Volumes Service for AWS

Last Modified: September 1, 2019

### Terms

This Service Level Agreement ("SLA") for Cloud Volumes Service for AWS (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.

"Data Volume" is the total amount of data stored in the Service.

"Downtime" is the total accumulated minutes that are part of Maximum Available Minutes where the Service is unable to serve data, excluding a period when the Service is not available due to Allowable Downtime. Downtime does not include an inability to access the control plane of the service via web portal, API or other means. There is no service level guarantee for control plane access.

"Provisioned Capacity" means the terabytes of the Service of the NetApp Solution which are reserved for utilization during an applicable Subscription.

"Throughput" means the data transfer speed in megabytes per second.

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

### The Performance Service Level

The performance service level is based on storage Throughput. It is the lower of either 2,000 megabytes (1 megabyte = 1,000,000 bytes) per second (MB/s) or 80% of the provisioned capacity multiplied by the maximum service level (as identified in the AWS Marketplace Listing and [cloud.netapp.com](http://cloud.netapp.com)) for the Service performance tier you have purchased.

For example, if you have purchased 10 terabytes of the Service at the Premium tier, the service level would be 512MB/s (80% x 10TB x 64/MB/s/TB).

### The Availability Service Level

NetApp will use commercially reasonable efforts to make the Service available with an Uptime percentage of at least 99.99%, during any monthly billing cycle.

### The Durability Service Level

The Service will provide 99.9999999% durability of a Data Volume over an annual billing cycle.

### Claims Process

If at any time during your Subscription, you determine that you are not receiving the service levels, contact [cvs-support@netapp.com](mailto:cvs-support@netapp.com) and include all of the following information in your email:

For claims pertaining to all Service Levels:

- Time and date of the issue
- AWS account ID
- Cloud Volumes Service region
- Cloud Volumes Service Data Volume impacted

For claims pertaining to the Performance Service Level:

- Instance type(s) used
- Number of instances used
- Workload - %reads/%writes and IO size
- Demonstrable evidence that your workload can drive Throughput higher than Service Level
- Throughput expected
- Throughput seen



For claims pertaining to the Availability Service Level:

- Calculated Downtime
- All applicable documentation which will corroborate your claimed outage

**For Claims Pertaining to the Durability Service Level**

- Date and time the customer became aware a component of the Data Volume was no longer accessible.
- All applicable documentation which will corroborate your claimed lack of durability.

**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.

**Limitations**

You must send an email to [cvs-support@netapp.com](mailto:cvs-support@netapp.com) 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 performance 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, 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, 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; (vii) data in transit authentication and/or encryption (signing and/or sealing); and (viii) any suspension and termination of your right to use the Service in accordance with the Cloud Data Services Terms.