



## Service Level Agreement for SaaS Backup

Last Modified: March 2021

### Terms

This Service Level Agreement (“SLA”) for SaaS Backup (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 SaaS Backup maintenance and upgrades.

“Backup” means backing up data stored in customer’s Microsoft 365 tenant to the NetApp SaaS Backup associated Cloud storage account within Amazon or Microsoft Azure. Cloud Storage can be either Amazon S3 or Azure Blob Storage.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes when customers are unable to login to their SaaS Backup tenant, due to a failure in the Service platform or underlying Service infrastructure, excluding a period when the Service is not available due to Allowable Downtime.

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

“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 calendar month.

### 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 NetApp technical support and include the following information:

1. Detailed description of the Incident
2. Information regarding the time and duration of the Downtime
3. All applicable documentation which will corroborate your claimed Downtime

### 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 five (5) additional days of Service availability, which will be added to Customer’s Service Subscription Term.

### Limitations

You must initiate a case with NetApp technical support within four weeks of the incident, and you are only eligible to receive one service credit per month per account.

### 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, 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.