



Service Level Agreement for SaaS Backup

Last Modified: October 2022

Terms

This Service Level Agreement (“SLA”) for SaaS Backup (“Service”) is part of the NetApp Cloud Services-Terms of Service (“Terms”). Capitalized terms used, but not defined in this SLA, will have the meaning assigned to them in the 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” means the total accumulated minutes that are part of Maximum Available Minutes that have no Service Connectivity, 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.

“Service Connectivity” means that the Service can be accessed.

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

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 Subscription Term, 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 make a good faith determination as to whether a service credit is owed for the future use of the Service. The service credit will not exceed five additional days of Service availability, which will be added to your 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. 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) administrative actions taken by non-NetApp personnel that impact end user access; (iii) a force majeure event or factors which are outside NetApp's reasonable ability to control; (iv) 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); (v) 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; (vi) preview, pre-release, beta or trial versions or features of the Service; (vii) your failure to adhere to Service restrictions or the Acceptable Use Policy as identified in the Terms; (viii) data in transit authentication and/or encryption (signing and/or sealing); or (ix) any suspension and termination of your right to use the Service in accordance with the Terms.