



Service Level Agreement for Spot PC Service by NetApp

Last Modified: October 2022

Terms

This Service Level Agreement (“SLA”) for NetApp’s Spot PC Service (“Service”) is a 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 maintenance and upgrades.

“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 monthly billing cycle.

Claims Process

If at any time during your Subscription Term, you determine that you are not receiving the Availability Service Level, contact ng-spotpc-support@netapp.com and include the following information in your email:

- Calculated Downtime
- All applicable documentation which will corroborate your claimed outage
 - Username, phone number and email address of the affected individual(s)
 - Description of the technical problem(s), including screenshots of any error messages where possible
 - Complete steps to reproduce the issue
 - URL or API call utilized, if applicable
 - Web browser used, if applicable

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 send an email to ng-spotpc-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 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.