



## Cloud Insights - Service Specific Terms

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### Terms

These Service Specific Terms for NetApp's Cloud Insights Service ("Service Specific Terms") are a part of the NetApp Cloud Services Terms ("Terms"). Capitalized terms used, but not defined in the Service Specific Terms, will have the meaning assigned to them in the Terms.

### Service Level Agreement

If the Service does not achieve the service levels described in this Service Level Agreement ("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.

"CDS Software Agent" means software by NetApp downloaded through the Service and run on Customer systems. This software facilitates the collection of IT systems data.

"Cloud Insights Web Application" means any web pages accessible by Customers hosted on the cloudinsights.netapp-sec.com or cloudinsights.netapp.com domains.

"Downtime" means the total accumulated minutes that are part of Maximum Available Minutes where the Service is unable to allow authorized users access to the Cloud Insights web application, 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.

"Provisioned Managed Units" means the Managed Units (MUs) applicable to the Service as purchased for a subscription term.

"Service Credit" means the monetary credit due to you as a result of Downtime that has been reviewed and confirmed by NetApp after properly following the Claims Process.

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

### The Availability Service Level

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

In the event the Service Availability drops below: (i) 98% for two consecutive calendar months during the Subscription Term, or (ii) 96.5% in any single calendar month, Customer may claim a Service Credit.

NetApp will provide this service level commitment for the Premium Edition with the remedies described below. For the Basic Edition or a Free Trial, as these are no-charge services, this SLA will not apply - no claims will be accepted, and no remedies provided.

### Claims Process

If at any time during your Subscription Term, you determine that you are not receiving the service levels, contact [ng-ci-SLA@netapp.com](mailto:ng-ci-SLA@netapp.com) within four weeks of the incident and include all of the following information in your email:

- Time and date of the issue
- Cloud Insights Service environment domain URL
- All applicable documentation which will corroborate your claimed outage (such as API logs or ID of users denied access)
- Calculated 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 20% of the monthly cost of your initial Provisioned Managed Units.

### **Limitations**

You must send an email to [ng-ci-SLA@netapp.com](mailto:ng-ci-SLA@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 will be refunded to the buyer.

### **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 Terms; (vii) data in transit authentication and/or encryption (signing and/or sealing); (viii) any suspension and termination of your right to use the Service in accordance with the Terms; (ix) administrative actions taken by non-NetApp personnel that impact end user access; (x) Applicable CDS software agent (e.g. Acquisition Unit / Collectors / Agent); and (xi) the portion of the Cloud Insights web application used for Custom Reporting (e.g. <http://reporting-NNNNN.cloudinsights.netapp.com>).