

Service Level Agreement for Astra by NetApp

Last Modified: January 2021

Terms

This Service Level Agreement ("SLA") for NetApp's Astra Service (the "**Service**" or "**Astra**") is a 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.

NetApp may change this SLA by notifying you on the proposed modification. You may object to the proposed modification by giving us a written notice thereof within thirty (30) days from the date you were first notified of the modification. Any objection to a proposed modification must be submitted pursuant to the claims process described below. Should NetApp disregard your objection and enact the proposed modification, you may terminate the affected Service by giving NetApp a thirty (30) days prior written notice. In such an event, you shall not be subject to an early termination fee. However, you will still be responsible for all outstanding charges for the Service provided to you by NetApp before the effective date of the termination.

If you have purchased a Service subscription, 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.

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

"Service Connectivity" means that the Service can be accessed.

"Downtime" is 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.

"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 monthly billing cycle.

Claims Process

If at any time during your consumption of the Service, you determine that you are not receiving the Availability Service Level, use "Give feedback about Astra" under the support tab with the subject of the email changed to "Astra Service Credit Claim".

- Account name
- Support serial number
- Time, date, and description of the issue along with specific impact
- Calculated downtime
- All applicable documentation which will corroborate your claimed outage

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 your Astra charges during the month of the incident that month. Please be aware, it may take up to four (4) weeks to process a service credit.

Limitations

You must initiate a service credit claim 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) 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 Cloud Data Services terms; (viii) data in transit authentication and/or encryption (signing and/or sealing); and (ix) any suspension and termination of your right to use the Service in accordance with the Cloud Data Services Terms.