



NetApp Technical Support and Maintenance Sales Policy - External

Version 5.0 Effective Date: June 1, 2021

NetApp TECHNICAL SUPPORT AND MAINTENANCE SALES POLICY- External

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PURPOSE

This document provides a summary of the policies governing the sale, renewal, and customer eligibility for NetApp-provided support services (“Support Services”) for NetApp Hardware and Software. These policies are subject to change at NetApp’s discretion without prior notice. Note that policy changes will not result in a material reduction in the level of the services provided by NetApp for a Hardware or Software system during the then-current support period for which fees for support have already been paid.

A description of NetApp’s support offerings can be found on the NetApp How To Buy Site: <https://www.netapp.com/services/support/supportedge/>

NetApp’s Support Services Terms can be found on the How to Buy Site: <http://www.netapp.com/us/how-to-buy/stc.aspx>

Please contact your NetApp authorized reseller (“Partner”) or Sales Representative for further information regarding the Technical Support and Maintenance Sales Policy – External to NetApp’s customers.

1.0 DEFINITIONS

This document incorporates by reference the definitions set forth in NetApp’s General Terms or terms referenced in this document.

EOA: End of Availability (“EOA”): The last day on which NetApp will accept a Purchase Order for a Product.

EOS: End of Support (“EOS”): The last date NetApp will support Hardware or Software that has been identified as discontinued in an EOA notice.

General Terms: Those terms and conditions set forth on NetApp’s website at <http://www.netapp.com/us/how-to-buy/stc.aspx>.

Legacy Support Offers: These are offers that were sold on platforms released *prior* to November 2019. They had a construct of warranty level support and SSP being the lowest level of support. In the pricing model, warranty was ‘included’ in product price during the first 3 years and then charged after the original warranty expired. With warranty and SSP being the basis of support, support uplifts (like SupportEdge Premium/Standard/Secure for Government) were sold to allow customers to meet the incident response requirements of their solutions from NetApp.

New Support Offers: These are offers that were sold on platforms released *after* November 2019. While NetApp will replace parts under warranty, there is no concept of warranty and warranty extension with separate SSP to obtain support. For these offers, the minimum support level is SupportEdge Basic. SupportEdge Uplifts like Advisor, Expert, Protect are sold to allow customers to meet higher incident response requirements of their solutions from NetApp.



SSP: Software Support Plan (“SSP”): A service agreement (entitlement) provided by NetApp or Partners to an end customer that entitles that customer to services (e.g., online, by phone, etc.) to resolve Software issues, provide bug fixes and provide access to Software upgrades. For controller-based Software in Legacy Support Offers, SSP can only be purchased in conjunction with a NetApp Hardware support offering. While SSP is not discrete but is included in the New Support Offers, it is still present in other system and host-based software entitlements.

Support Services: NetApp’s generally available technical support and maintenance services program to be provided by or on behalf of NetApp, as further described on the NetApp Support Site located at <http://mysupport.netapp.com>

Support Services Period: The period of time or term specified in the -order documentation during which NetApp will provide Support Services.

Trade-In: This is when the customer is purchasing “new product” and will “Trade in” existing product to NetApp.

2.0 SUPPORT BUSINESS POLICIES

A. Contract Administration

1. Contract Duration:

1.1. The standard minimum duration for a new or renewal service contract is 12 months. Contracts may be renewed for a term of less than 12 months to make them co-terminus and facilitate a single common end-date for all service contracts.

1.2. Renewals of service contracts for a term of less than 12 months may be permitted on an exception basis, upon NetApp approval.

2. **Service Downgrade During Term:** Customers may downgrade their service level during the term of the contract. However, prepaid services are non-refundable. In addition, at the time of renewal, customers may opt for a lower service level, if the service level is in compliance with standard NetApp policies.

3. **Service Upgrade During Term:** Customers can upgrade their service level (also known as a “Service Uplift”) for an additional fee at any time during the contracted period. Service Uplifts should be co-termed to expire on the same date as the existing service contract. The customer will be billed the difference between the costs of current service level and the upgraded service level for remaining duration of the service agreement. Service upgrade levels will be applicable to the then-current NetApp policies.



4. **Contract Cancellation and Refunds:** Support Service contracts are non-refundable and no credit will be issued.
5. **Service Contract Credits:** A customer who acquires a new Hardware system through a Trade-In and purchases equivalent or better support service for the new equipment may be eligible to receive a credit for the unused portion of the service contract for the equipment that is being replaced. The credit is equal to the prorated value of the remaining unused portion of the service contract being terminated, based on the value received from the NetApp bill-to customer-and calculated based on the date the equipment is returned. Credit can only be given to the purchasing entity who transacted the support service with NetApp. If the original bill-to entity is different than the requesting bill-to entity, a credit may not be possible.
6. **Contract Transfer:** NetApp Support Services and warranties are non-transferable.
7. **Reinstatement of Lapsed Support:** Customer may reinstate Support Services after a lapsed period following expiration of the original Support Services period. Customer will be required to pay fees for Support Services for the lapsed period as well as the Support Services fees for the go-forward period of Support Services being purchased. NetApp will also assess reinstatement fees at the time of the renewal.

B. Hardware and Software Warranty

1. Hardware and Software Warranty information can be found in Section 7 of the NetApp General Terms or Channel End-User Terms documents (North America, EMEA and South America, France, Germany, UK and Ireland, APAC, Australia, Japan), located on the NetApp "How To Buy Site": <http://www.netapp.com/us/how-to-buy/stc.aspx>.
2. For Legacy Support Offers, Extended Warranty is a prerequisite for all support uplifts, including SSP and Support Edge Services after the initial warranty period. SSP may be purchased without Extended Warranty for non-controller based NetApp Software. Customers who are using Software, even on hardware with Warranty or Extended Warranty systems, are required to have an active SSP contract on the serial number to receive Support Services or to install Software updates. For New Support Offers, SupportEdge Basic is the prerequisite to receive Support Services or to install Software updates.



3. For Legacy Support Offers, Customers must purchase and maintain an active SSP contract to receive support for Software and current Software and firmware updates. For New Support Offers, the minimum support offer of a SupportEdge Basic contract is required for similar access to Software and Software updates. Both SSP and SupportEdge Basic customers are responsible for performing Software updates regardless of the support level on the Hardware. Warranty and Extended Warranty offerings do not provide Software updates except when required to address a Hardware issue. Firmware is specifically excluded from the definition of Hardware in the NetApp General Terms. Continued support of active platforms may require updating to the latest supported Software version. Software entitlements cannot be transferred from one configuration to another. Except in the case of an Enterprise License Agreement (“ELA”), a Software license cannot be assigned to more than one Hardware or Software serial number. Once the associated Hardware or Software Product has reached EOS, SSP or SupportEdge Basic can no longer be renewed for the licensed Software serial number without an approved Extension Exception.

C. Support Eligibility

1. **1. EOS (End of Support) Extension Exception**
 - 1.1. The EOS date for Hardware typically occurs 5 years after the EOA date and 2 years after the EOA date for Software. EOS and EOA information will be communicated to all customers and Partners based on their notification requirements with respect to such customer’s Hardware or Software then currently within an active Support Offerings Period, pursuant to a Product bulletin published on the NetApp Support Website, currently located at: <https://mysupport.netapp.com/info/web/ECMP1110975.html>.
 - 1.2. NetApp will have no Support Service obligation with respect to any Hardware, including any components, devices or storage connected to, or for associated Software, beyond the published EOS date for such Hardware or Software even if there is a support entitlement for the system. Refer to NetApp’s Support Services Terms for additional details. <http://www.netapp.com/us/how-to-buy/stc.aspx>
 - 1.3. NetApp may provide support for Hardware and Software past the EOS date at its discretion, and only under limited circumstances, pending factors including the availability of spare parts, Software support resources and technical support resources. NetApp approval is required for each post-EOS support renewal from the Services Sales Desk.



2. **Gray Market Support:** Any customer/Partner that acquires NetApp hardware and/or NetApp software outside of authorized NetApp channels, including secondary market equipment resellers, does so with the understanding that NetApp's Terms of Sale do not apply with respect to the acquisition of such Hardware and/or Software. As a result, NetApp is not obligated to provide any level of support, nor is NetApp obligated to recertify the Hardware, per the terms specified in the Support Services Terms, except under very limited circumstances where NetApp has previously agreed in writing to provide such Support Services, or as otherwise required by local law.
3. **Gray Market Support Services:** Non-NetApp authorized providers may deliver gray market support services to their customer with limitations. These limitations may include, but are not limited to, the replacement of failed NetApp certified components and/or the provision of Software support and licensing associated to the system or failed components. Other limitations include Software engineering patches (including security patches), bug fixes, updates, and upgrades.
4. **Third Party Product Support:** Generally, unless NetApp specifically documents that it supports third party products it resells on the NetApp Support Website, support is not provided by NetApp. Support is provided by the OEM vendor and the customer is responsible for registering the products with the OEM vendor to get access to support, downloads, documentation, and renewals.
5. **Service Contract Renewal for Uncovered Products:** If a customer wants to purchase Support Services for an uncovered Product and the warranty has already expired, then, provided that the Services Sales Desk approves the renewal, the support contract will be back-dated to the warranty end-date and priced accordingly.
6. **Out of Scope Services:** Please refer to NetApp's Support Services Terms for a comprehensive description of Out-of-Scope Services.
7. **Consistent Level of Support Policy:** Support entitlements for Hardware are managed at the controller level for FAS and at the enclosure level for E-Series. The defined level of support must be consistent across all the components and controllers within the configuration, high availability pairs and groups, within individual clusters; and congruent with the applicable software licensing model. Defined level of support also means that it is acceptable to have similar Legacy Support Offers intermixed with New Support Offers for like entitlements to meet the consistent level of support policy. If it is determined that components of a configuration are not covered by an active support contract, and they are eligible for



support, NetApp may offer the customer an opportunity to remedy their breach of contract terms.

If a customer trades in an old controller for a new controller and moves existing shelves to the new controller, then the support level for the moved shelves must be the same as that for the new controller, including equivalent entitlements in Legacy and New Support Offers. Support for the moved shelves and new controller must be co-terminated. Such movement will only be permitted if the shelves being moved have not reached EOS. In any event, NetApp will have no obligation to support shelves beyond their EOS date.

If a customer purchases new shelves for an existing controller, then the support level for the shelves must be the same as that for the controller. Support for the controller and new shelves must be co-terminated. Please refer to Section 2.2 of NetApp's Worldwide Support Service Terms:

<http://www.netapp.com/us/media/support-services-terms.pdf>.