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DELTA REPORT

10-K

NTAP - NETAPP, INC.

10-K - APRIL 26, 2024 COMPARED TO 10-K - APRIL 28, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	11098
CHANGES	391
DELETIONS	8126
ADDITIONS	2581

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended April 28, 26, 2023 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number 000-27130



NetApp, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**77-0307520**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

3060 Olsen Drive,

San Jose, California 95128

(Address of principal executive offices, including zip code)

(408) 822-6000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, $0.001 Par Value	NTAP	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:

None

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.☐☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

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The aggregate market value of voting stock held by non-affiliates of the registrant, as of October 28, 2022 October 27, 2023, the last business day of the registrant's most recently completed second fiscal quarter, was $10,276,408,331 10,897,270,906 (based on the closing price for shares of the registrant's common stock as reported by the NASDAQ Global Select Market on that date). Shares of common stock held by each executive officer, director, and holder of 5% or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This determination of possible affiliate status is not a conclusive determination for other purposes.

On May 31, 2023 May 30, 2024, 212,430,865 205,801,761 shares of the registrant's common stock, $0.001 par value, were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

The information called for by Part III of this Form 10-K is hereby incorporated by reference from the definitive Proxy Statement for our annual meeting of stockholders, which will be filed with the Securities and Exchange Commission not later than 120 days after April 28, 2023 April 26, 2024.

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PART II

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PART IV

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Cautionary Note on Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act). Forward-looking statements are all statements (and their underlying assumptions) included in this document that refer, directly or indirectly, to future events or outcomes and, as such, are inherently not factual, but rather reflect only our current projections for the future. Consequently, forward-looking statements usually include words such as “estimate,” “intend,” “plan,” “predict,” “seek,” “may,” “will,” “should,” “would,” “could,” “anticipate,” “expect,” “believe,” or similar words, in each case, intended to refer to future events or circumstances. A non-comprehensive list of the topics including forward-looking statements in this document includes:

- our future financial and operating results;
- our strategy;
- our beliefs and objectives for future operations, research and development;
- expectations regarding future product releases, growth and performance;
- political, economic and industry trends;

- expected timing of, customer acceptance of and benefits from, product introductions, developments and enhancements;
- expected benefits from acquisitions, joint ventures, growth opportunities and investments;
- expected outcomes from legal, regulatory and administrative proceedings;

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- our competitive position;
- our short-term and long-term cash requirements, including, without limitation, anticipated capital expenditures;
- our anticipated tax rate;
- the repayment of our indebtedness; and
- future uses of our cash, including, without limitation, the continuation of our stock repurchase and cash dividend programs.

All forward-looking statements included in this document are inherently uncertain as they are based on management's current expectations and assumptions concerning future events and are subject to numerous known and unknown risks and uncertainties. Therefore, actual events and results may differ materially from these forward-looking statements. Factors that could cause actual results to differ materially from those described herein include, but are not limited to:

- the overall growth, technological trends and market changes in the storage and data management and cloud operations markets; solutions market;
- our ability to develop, introduce and gain market acceptance for new and differentiated hardware and software products, solutions and services offerings without disruption;
- our ability to successfully execute on our evolved cloud strategy;
- our ability to accurately forecast demand for our products, solutions and services, and future financial performance
- the actions of our competitors including, without limitation, their ability to introduce competitive technologies, products or services, and to acquire businesses and technologies that negatively impact our strategy, operations o customer demand for our products or services;
- our ability to maintain our gross margins;
- general global political, macroeconomic, social, health and market conditions;
- our ability to effectively plan and manage our resources and restructure our business in response to changing market conditions and market demand;
- our ability to anticipate trends related to the development and use of artificial intelligence (AI), including generative AI, which impacts the adoption of intelligent data infrastructure;
- disruptions in our supply chain, which could limit our ability to ship products to our customers in the amounts and a the prices forecasted;
- our ability to maintain our customer, partner, supplier, reseller, distributor and contract manufacturer relationships, including with pubic cloud providers, on favorable terms and conditions;

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our ability to maintain our gross profit margins;

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- the actions of our competitors including, without limitation, their ability to introduce competitive technologies, products or services, and to acquire businesses and technologies that negatively impact our strategy, operations or customer demand for our products or services;
- the impact of industry consolidation affecting our suppliers, competitors, partners and customers;
- our ability to anticipate techniques used to obtain unauthorized access or to sabotage systems and to implement adequate preventative measures against cybersecurity and other security breaches on our systems, products and services;
- general global political, macroeconomic, social, health and market conditions;
- our ability to successfully recruit and retain qualified personnel and to manage our investment in people, processes and systems;
- our ability to effectively integrate acquired businesses, products, services and technologies;
- failure of our products and services to meet our customers' quality requirements, including, without limitation, any epidemic failure event relating to our systems installed by our customers in their IT infrastructures;
- changes in U.S. government spending;
- our ability to resolve ongoing litigation, tax audits, government audits, inquiries and investigations in line with our expectations;
- the availability of acceptable financing to support our future cash requirements;
- valuation and liquidity of our investment portfolio;

- foreign exchange rate impacts;
- our ability to achieve our goals related to environmental, social and governance matters; and
- those factors discussed under the heading "Risk Factors" elsewhere in this Annual Report on Form 10-K.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document and are based upon information available to us at this time. These statements are not guarantees of future performance. Except as required by law, we disclaim any obligation to update information in any forward-looking statement. Actual results could vary from our forward-looking statements due to the foregoing factors as well as other important factors.

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PART I

Item 1. *Business*

Overview

NetApp, Inc. (NetApp, we, us, or the Company) is a global cloud-led, data-centric software company. helps customers make their data infrastructure more seamless, more dynamic, and higher performing. We were incorporated in 1992 and are headquartered in San Jose, California. Building on more than over three decades of innovation, we give combine unified data storage, integrated data services, and CloudOps solutions to make data infrastructure intelligent. Our broad portfolio addresses customer priorities: modernizing legacy infrastructure, improving resiliency against ransomware attacks, and building scalable, high-performance data pipelines for artificial intelligence (AI) workloads.

With NetApp, customers can better leverage their data to accelerate innovation, improve operations, and drive competitive advantage. Our unified data storage delivers flexibility to our customers, enabling them to simply and consistently store any data type and power any workload. As the freedom to manage only enterprise-grade storage service natively embedded in the world's largest clouds, we power data across AWS, Microsoft Azure, and Google Cloud. Our integrated data services enable active data management, security, protection, governance, and sustainability. Finally, our CloudOps solutions enable adaptive operations across infrastructure, applications, and data across hybrid multicloud environments. Our portfolio of cloud services, and storage infrastructure, powered by teams.

Together, these capabilities comprise an intelligent data management software, enables applications to run faster, more reliably, and more securely, all at a lower cost.

Our opportunity is defined by the durable megatrends of data-driven digital and cloud transformations. NetApp helps organizations meet the complexities created by rapid data and cloud growth, multi-cloud management, and the adoption of next-generation technologies, such as AI, Kubernetes, and modern databases. Our modern approach to hybrid, multicloud infrastructure and data management, which we term 'evolved cloud', provides customers the ability to leverage data across their entire estate with simplicity, security, and sustainability which increases our relevance and value to our customers.

In an evolved cloud state, the cloud is fully integrated into an organization's architecture and operations. Data centers and clouds are seamlessly united and hybrid multicloud operations are simplified, with consistency and observability across environments. The key benefits NetApp brings to an organization's hybrid multicloud environment are: that delivers:

- Operational simplicity: NetApp's use of open source, open architectures simplicity, so customers can manage com workloads and APIs, microservices, and common capabilities and data services facilitate the creation of applicatio that can run anywhere.
- Flexibility and consistency: NetApp makes moving eliminate infrastructure silos across apps, data, and applications between environments seamless through a common storage foundation across on-premises and multicloud environments. clouds.
- Cyber resilience: NetApp unifies monitoring, data resilience and security, so businesses stay up and running with b in ransomware protection, security, governance, rapid recovery, and compliance for total cyber resilience - with consistency and automation across environments. infrastructure observability.
- Continuous operations: NetApp uses AI-driven automation for continuous optimization AI innovation, embedding

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intelligence into data infrastructure to service applications enable AI workloads that deliver new levels of productivi and store stateless and stateful applications at the lowest possible costs. innovation.

- Sustainability: NetApp has industry-leading tools Infrastructure savings, so on-premises and cloud infrastructure spend go further with high-efficiency data storage and automated capacity and cloud cost management.
- Sustainability, achieved via energy-efficient technologies, tiering, and analytics.
- Scalability and agility to audit consumption, locate waste, maximize infrastructure and set guardrails to stop overprovisioning. application scalability and team responsiveness.

Product, Solutions and Services Portfolio

NetApp's portfolio of cloud services and storage infrastructure is powered by intelligent data management software. Our operations are organized into two segments: Hybrid Cloud and Public Cloud.

Hybrid Cloud

Hybrid Cloud offers a unified data storage portfolio of storage management and infrastructure solutions that help customers recast modernize their traditional data centers into modern data centers with centers. With the power of the cloud. Our hybrid on-premises, private cloud portfolio is designed and public cloud capabilities to operate assist customers in modernizing applications with public clouds to unlock the potential of hybrid, multi-cloud operations. We offer a broad portfolio of cloud-connected all-flash, hybrid-flash, single solution that supports file, block, and object storage, systems, powered by intelligent we deliver a data management software. infrastructure solution for all environments and workloads. Our Hybrid Cloud portfolio supports structured and unstructured data with unified storage optimized for flash, disk, and cloud storage to handle data-intensive workloads and applications. Hybrid Cloud is composed of software, hardware, and related support, as well as professional and other services.

Intelligent data Data management software

NetApp ONTAP software is our foundational technology that underpins NetApp's critical storage solutions in the on-premises data center and the cloud. in private and public clouds. ONTAP includes various data management and protection features and capabilities, including automatic ransomware protection against cyber-attacks, built-in data transport features, and storage efficiency capabilities. ONTAP provides the flexibility to design and deploy a storage environment across the broadest range of architectures – from on-premises to hybrid, public, private, and private public clouds. It can be used in NAS, SAN, object environments, and software-defined storage (SDS) situations.

Data integrity, safety, and safety business continuity are at the heart of any company’s data center. With NetApp’s the extensive software tools and utilities delivered in **ONTAP One**, our all-in-one software license, customers can realize their business continuity goals with time, costs, and personnel savings. With **NetApp Snapshot**, customers can create and manage point-in-time file system copies with no performance impact and minimal storage consumption. This is important for continuous data protection of information in read-only, static, and immutable form. **NetApp SnapCenter Backup Management s**oftware software is designed to deliver high-performance backup and recovery for database and application workloads hosted on ONTAP storage. **NetApp SnapMirror Data Replication** software

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can replicate data at high speeds across environments. SnapMirror delivers

robust data management capabilities for virtualization, protecting critical data while providing the flexibility to move data between locations and storage tiers, including cloud service providers. **NetApp SnapLock Data Compliance** software delivers high-performance disk-based data permanence for HDD and SSD deployments.

NetApp Astra (Astra) is a fully managed application-aware data management service built for emerging Kubernetes workloads container infrastructures. Astra allows organizations to protect, recover, and move applications deployed on Kubernetes with no software to download, install, manage, or upgrade.

Storage infrastructure

NetApp All-Flash FAS (AFF A-Series) is a scale-out platform built for virtualized environments, combining low-latency performance via flash memory (also known as a solid-state storage disk) with best-in-class data management, built-in efficiencies, integrated data protection, multiprotocol support, and nondisruptive operations; cloud and on-premises. AFF A-Series, powered by ONTAP, allows customers to connect to clouds for more data services, data tiering, caching, and disaster recovery. The AFF A-Series has a portfolio of products designed for multiple markets and price/performance considerations, from smaller channel commercial market offerings to large-scale, global enterprises.

NetApp QLC-Flash All-Flash FAS with capacity flash (AFF C-Series) is NetApp's newest family of storage infrastructure solutions. AFF C-Series arrays are sustainable, scalable, and secure solutions for Tier 1 and Tier 2 applications. AFF C-series provides customers capacity flash performance and affordability, so that customers do not need to make compromises. compromises on price or performance. AFF C-Series arrays, powered by ONTAP, are sustainable, scalable, and secure solutions for Tier 1 and Tier 2 applications. The AFF C-Series is ideal for transitioning from hybrid/HDD to all-flash storage; running non-latency sensitive VMware database applications and file environments; and providing a solution for secondary storage targets for disaster recovery, backup, and tiering.

NetApp All-Flash SAN Array (ASA A-Series & C-Series) is NetApp's modern block storage with best-in-class speed, efficiency, security, sustainability, and cloud integration to accelerate virtual machines and databases. ASA arrays are also powered by NetApp ONTAP but optimized simply for SAN workloads. The ASA includes a 99.9999% guaranteed uptime and guaranteed 4:1 storage efficiency.

NetApp Fabric Attached Storage (FAS) series are high-volume, high-capacity data storage devices powered by NetApp ONTAP. NetApp FAS Storage Arrays provide customers with a balance of performance and capacity running either

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disk drives or hybrid-flash configurations. FAS systems are suitable for secondary storage targets for disaster recovery, backup, and tiering.

NetApp E/EF series is built for dedicated, high-bandwidth applications that need simple, fast SAN storage with enterprise-grade reliability. The E-Series is available as a hybrid-flash platform, while the EF-Series is all-flash. On Built on the SANtricity storage operating system, the E/EF-Series storage appliances are designed for performance-sensitive workloads like real-time analytics, high performance high-performance computing, and databases.

NetApp StorageGRID is a software-defined object storage solution for large archives, media repositories, and web data stores. Using the industry-standard object APIs like the Amazon Simple Storage Service (S3), the StorageGRID solution, running on the ElementOS data management storage operating system, is provided as a NetApp-branded storage solution and as a software-defined solution on third-party hardware.

Public Cloud

Public Cloud offers a portfolio of products delivered primarily as-a-service, including related support. This portfolio includes cloud storage and data CloudOps services. As the only provider of enterprise-grade storage services and cloud operations services. Our enterprise-class solutions and services enable customers to control and manage storage natively embedded in the world's largest public cloud consume high-performance storage services for primary workloads, providers, NetApp helps organizations harness the power of their data and optimize cloud environments for cost applications. NetApp's CloudOps solutions leverage AI to maximize productivity across infrastructure and efficiency. applications, boost team productivity, and reduce operations costs. These solutions and services are generally available on the leading public clouds, including Amazon AWS, Microsoft Azure, and Google Cloud Platform.

Cloud storage data services, and software

The NetApp Cloud Volumes Platform is an integrated collection of cloud storage infrastructure and data services. The platform is anchored by **NetApp Cloud Volumes ONTAP**, a cloud-based software for customers who wish to manage their own cloud storage infrastructure. It is based on the same ONTAP data management software that underpins our storage infrastructure offerings. Fully managed cloud storage offerings are available natively on Microsoft Azure as **Azure NetApp Files**, on AWS as **Amazon FSx for NetApp ONTAP**, and on Google Cloud as **Google Cloud NetApp Volumes.**

In addition, NetApp offers **NetApp Cloud Volumes Service ONTAP** on AWS, Google Cloud, and Microsoft Azure, a cloud-based software for Google Cloud.customers who wish to manage their own cloud storage infrastructure.

Our cloud storage services are based on the same ONTAP data management software that underpins our storage infrastructure offerings.

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Manageability

At the heart of our public cloud storage and data service offerings is **NetAppBlueXP**. BlueXP is a unified control plane that enables customers to manage their entire data landscape through one single, web-based SaaS-delivered point of control. control point. NetApp BlueXP combines storage and data services via its unified control plane to change how hybrid, multicloud environments are managed, optimized, and controlled. An intuitive interface and powerful automation help decrease resource waste, complexity, and the risk of managing diverse environments. It brings customers operational simplicity in a complex world. Within BlueXP are standard and optional capabilities (services) which allow customers to control their data and operations.

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With **BlueXP Sync**service, customers can migrate data to the cloud securely and efficiently. Customers can choose where to deploy primary workloads without re-architecting applications or databases. Customers also get a comprehensive, industry-leading portfolio of storage efficiency capabilities. Inline data compression, deduplication, compaction, and cloud tiering (**BlueXP Tiering** service) work together to reduce storage costs and maximize data storage. **NetApp Backup** service delivers seamless and cost-effective backup and restore capabilities for protecting and archiving cloud and on-premises data managed by ONTAP. **BlueXP Compliance** service provides data discovery, mapping, and classification driven by artificial intelligence AI algorithms with automated controls and reporting for data privacy regulations such as the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and more. Lastly, the **BlueXP Cache** service delivers fast and secure access to data for users by caching active data sets to distributed offices globally.

Cloud operations Operations services

NetApp Cloud Insights is an infrastructure monitoring tool that gives organizations visibility into their entire infrastructure. It can monitor, troubleshoot, and optimize costs across all resources, including public clouds and private data centers. Working in conjunction with the BlueXP manageability and control plane services, customers can have deep insights into their data operations.

Our **Spot by NetApp** suite of products delivers a platform for cloud operations, enabling enables customers to deploy and operate cloud applications reliably and securely in their choice of the cloud public clouds while reducing costs and complexity. Combining machine learning, predictive analytics, and cloud automation, the Spot by NetApp platform continuously optimizes cloud infrastructure and operations to deliver scalable, reliable, and secure application infrastructure.

Another cloud operations service is Instaclustr Instaclustr, our platform that provides fully managed open-source databases, pipelines, and workflow applications delivered as a service. Instaclustr helps organizations deliver cloud-native applications at scale by operating and supporting their the data infrastructure through its SaaS platform for those designing and building around open-source technologies.technologies while not wanting to maintain that infrastructure themselves.

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Professional and Support Services

NetApp and our certified services partners offer a comprehensive portfolio of assessment, design, implementation, migration, and proactive support services to help customers optimize the performance and efficiency of their on-premises and hybrid multicloud storage environments. Our portfolio of offerings include includes storage-as-a-service (STaaS), strategic consulting, professional, managed, and support services.

- **NetApp Keystone** is our pay-as-you-grow, STaaS offering that delivers a seamless hybrid cloud experience for those preferring operating expense consumption models to upfront capital expense or leasing. With a unified management console and monthly bill for both on-premises and cloud data storage services, Keystone lets organizations provision, monitor, and even move storage spend across their hybrid cloud environment for financial and operational flexibility.
- NetApp **strategic consulting services** provide executive-level, high-touch consulting engagements to help organizations facilitate the alignment of their business and technology goals. Our proven expertise can help organizations define long-term data fabric strategies and operations models to drive IT initiatives for digital transformation.
- NetApp NetApp's **Professional Services provide the** offer specialized expertise to mitigate risk minimize risks and streamline simplify the design, implementation, migration, process of designing, implementing, migrating, and integration of integrating NetApp hybrid cloud solutions solutions. This enables businesses to realize reap the business benefits of new technology investments faster. Highly more quickly. Our highly skilled services service experts help enable ensure secure and optimized environments, that deliver the delivering consistent, high-quality outcomes customers expect that meet customers' expectations from the start.
- NetApp **Managed Services** can optimize the performance and efficiency in of your IT infrastructure, whether you have a hybrid cloud and or on-premises environments. environment. Our experienced NetApp experts use follow a proven methodology and industry best practices to monitor, administer, operate, and optimize customer environments so their your IT environment. This allows your organization's IT staff is free to focus on driving business initiatives to move forward, without worrying about the business forward.day-to-day management of your IT infrastructure.

- NetApp Keystone is our pay-as-you-grow, storage-as-a-service (STaaS) offering that delivers a seamless hybrid cloud experience for those preferring operating expense consumption models to upfront capital expense or leasing. With a unified management console and monthly bill for both on-premises and cloud data storage services, Keystone lets organizations provision and monitor, and even move storage spend across their hybrid cloud environment for financial and operational flexibility.
- NetApp Global Support supplies offers a wide range of solutions, including systems, processes, and people wherever

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needed personnel, to provide continuous support uninterrupted operation in complex and critical environments, with an emphasis environments. Our focus is on providing proactive and preemptive technology support for to help ensure operational continuity across the NetApp hybrid cloud. Personalized We offer personalized support options that provide actionable intelligence to resolve problems faster, reduce minimize downtime, and optimize the performance of the entire NetApp ecosystem.

Sales, Principal Markets, and Distribution Channels

We market and sell our products and services in numerous countries throughout the world. Our sales efforts are organized around the evolving needs of our current and targeted customers, and our marketing initiatives reflect this focus. NetApp uses a multichannel distribution strategy. We sell our products, solutions and services to end-user business customers and service providers through a direct sales force and an ecosystem of partners, including the leading cloud providers. Our marketing is focused on building our brand reputation, creating market awareness, communicating customer advantages and generating demand for our sales force and channel partners.

Our diversified customer base spans industry segments and vertical markets such as energy, financial services, government, technology, internet, life sciences, healthcare services, manufacturing, media, entertainment, animation, video postproduction and telecommunications. NetApp focuses primarily on the enterprise storage and data management, cloud storage and cloud operations markets. We design our products to meet the evolving requirements of a hybrid, multicloud world, driven by digital transformation and cloud initiatives.

Our partnerships with the industry's leading cloud, infrastructure, consulting, application, and reseller partners are created with one goal in mind: the success of our customers. Global enterprises, local businesses, and government installations agencies look to NetApp and our ecosystem of partners to help maximize the business value of their IT and cloud investments.

We work with a wide range of partners for our customers, including technology partners, value-added resellers, system integrators, OEMs, service providers and distributors. During fiscal 2023, 2024, sales through our indirect channels represented 78% 76% of our net revenues. Our global partner ecosystem is critical to NetApp's growth and success. We are continually strengthening existing partnerships and investing in new ones to ensure we are meeting the evolving needs of our customers.

As of April 28, 2023 April 26, 2024, our worldwide sales and marketing functions consisted of approximately 5,700 5,300 managers, sales representatives and technical support personnel. We have offices in approximately 25 24 countries. Sales to customers Arrow Electronics, Inc. and Tech Data TD Synnex Corporation each accounted for 24% and 21% 22% of our net revenues, respectively, in fiscal 2023. 2024. Information about sales to and accounts receivables from our major customers, segment disclosures, foreign operations and net sales attributable to our geographic regions is included in Note 15 – Segment, Geographic, and Significant Customer Information of the Notes to Consolidated Financial Statements.

Seasonality

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We have historically experienced a sequential decline in revenues in the first quarter of our fiscal year, as the sales organization spends time developing new business after higher close rates in the fourth quarter, and because sales to European customers are typically weaker during the summer months. We derive a substantial amount of our revenue in any given quarter from customer orders booked in the same quarter. Customer orders and revenues typically follow intra-quarter seasonality patterns weighted toward the back end of the quarter. If recurring services and cloud revenue continue to increase as a percentage of our total revenues, historical seasonal patterns may become less pronounced.

Backlog

We manufacture products based on a combination of specific order requirements and forecasts of our customers' demand. Orders are generally placed by customers on an as-needed basis. A substantial portion of our products is sold on the basis of standard purchase orders that are cancelable prior to shipment without penalty. In certain circumstances, purchase orders are subject to change with respect to quantity of product or timing of delivery resulting from changes in customer requirements. Our business is characterized by seasonal and intra-quarter variability in demand, as well as short lead times and product delivery schedules. Accordingly, backlog at any given time may not be a meaningful indicator of future revenue.

Manufacturing and Supply Chain

We have outsourced manufacturing operations to third parties located in Fremont, California; San Jose, California; San Antonio, Texas; Guadalajara, Mexico; Schiphol Airport, The Netherlands; Tiszaujvaros, Hungary; Wuxi, China; Taoyuan City, Taiwan; and Singapore. These operations include materials procurement, commodity management, component engineering, test engineering, manufacturing engineering, product assembly, product assurance, quality control, final test, and global logistics. We rely on a limited number of suppliers for materials, as well as several key subcontractors for the production of certain subassemblies and finished

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systems. We strive to have multiple suppliers qualified to provide critical components where possible and have our products manufactured in a number of locations to mitigate our supply chain risk. Our strategy has been to develop close relationships with our suppliers, maximizing the exchange of critical information and facilitating the implementation of joint quality programs. We use contract manufacturers for the production of major subassemblies and final system configuration. This manufacturing strategy minimizes capital investments and overhead expenditures while creating flexibility for rapid expansion.

We are certified to the International Organization for Standardization (ISO) 9001:2015 and ISO 14001:2015 certification standards. We have been Tier 2 certified under the U.S. Customs and Border Protection's (CBP) Customs Trade

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Partnership Against Terrorism (CTPAT) program since January 2015.

Research and Development

Our research and development team delivers innovation to help customers create an evolved cloud experience. Our R&D structure allows us to align and accelerate the execution of our strategies and roadmaps across product groups. We leverage our talent and shared IP for cloud- and hybrid-cloud solutions to remain agile to changing market conditions. Our R&D priorities are to defined by how we can help

customers break down silos to simplify management, create consistency, realize operational simplicity, cyber resilience and deliver observability across on premises security, AI innovation, infrastructure savings and multiple cloud environments. agility, and sustainability. We design our products and services from the ground up with cloud connectivity in mind, including our capabilities for cyber resiliency, tiering, disaster recovery, replication, bursting, and migration.

We conduct research and development activities in various locations throughout the world. Total research and development expenses were $1,029 million in fiscal 2024, $956 million in fiscal 2023 and $881 million in each of fiscal 2022 and fiscal 2021. 2022. These costs consist primarily of personnel and related costs incurred to conduct product development activities. Although we develop many of our products internally, we also acquire technology through business combinations or through licensing from third parties when appropriate. We believe that technical leadership is essential to our success, and we expect to continue to commit substantial resources to research and development.

Competition

We operate in an industry in which there are rapid technological advances in hardware, software, and related services offerings. Cloud, digital transformation, and artificial intelligence AI initiatives are driving changes in customer and solution requirements.

We compete with many companies in the markets we serve. storage and data management markets. Our hybrid cloud solutions primarily compete with legacy IT and storage vendors. Some offer a broad spectrum of products, solutions and services and others offer a more limited set of storage- storage and data-management products, solutions or services. Additionally, public cloud providers offer customers storage as an operating expense which competes with more traditional storage offerings that customers acquire through capital expenditures. We both partner with and compete against cloud providers with our public cloud software and services. We rarely see legacy Legacy vendors competing are not often encountered in the cloud. cloud storage services market as competitors.

We compete with many companies in the cloud operations marketplace, including new companies (startups) and larger software companies who target developers, operations engineering (DevOps) and financial engineering (FinOps). Some companies have single point solutions that compete with one of our services and others are building platforms. Additionally, public cloud providers offer similar services on their own cloud.

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We face ongoing product and price competition in all areas of our business, including from both branded- and generic-product competitors.

Our current and potential competitors may establish cooperative relationships among themselves or with third parties, third-parties, including some of our partners. It is possible that new competitors or alliances among competitors might emerge and further increase competitive pressures.

We consider our software innovation, cloud integration, and technology partnerships key to our competitive differentiation. We believe our competitive advantage also includes the nature of the relationships we form with our customers and partners worldwide. We strive to deliver an outstanding experience in every interaction we have with our customers and partners through our product, service, and support offerings, which enables us to provide our customers a full range of expertise before, during and after their purchases.

Proprietary Rights

We generally rely on patent, copyright, trademark, trade secret and contract laws to establish and maintain our proprietary rights in our technology, products and services. While our intellectual property rights are important to our success, we believe that our business is not materially dependent on any particular patent, trademark, copyright, license or other individual intellectual property right. We have been granted, or own by assignment, well over two thousand U.S. patents, hundreds of pending U.S. patent applications, and

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many corresponding patents and patent applications in other countries. From time to time, we may make certain intellectual property available under an open source license. Our primary trademarks are NetApp and the NetApp design logo, which are registered trademarks in the U.S. and in many other countries. In addition, we have trademarks and trademark registrations in the U.S. and other countries covering our various product or service names.

We generally enter into confidentiality agreements with our employees, resellers, distributors, customers, and suppliers. In addition, through various licensing arrangements, we receive certain rights to the intellectual property of others. We expect to maintain current licensing arrangements and to secure additional licensing arrangements in the future, as needed and to the extent available on reasonable terms and conditions, to support continued development and sales of our products and services. Some of these licensing arrangements require or may require royalty payments and other licensing fees. The amount of these payments and fees may depend on various factors, including but not limited to the structure of royalty payments; offsetting considerations, if any; and the degree of use of the licensed technology.

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The industry in which we compete is characterized by rapidly changing technology, a large number of patents, and frequent claims and related litigation regarding intellectual property rights, and we may be exposed to various risks related to such claims or legal

proceedings. If we are unable to protect our intellectual property, we may be subject to increased competition that could materially and adversely affect our business operations, financial condition, results of operations and/or cash flows.

Environmental Disclosure

We are committed to the success of our customers and partners, to delivering value to our stockholders, and to positively affecting the communities where our employees work and live. We firmly believe that we can accomplish these objectives concurrently with our commitment to sound environmental management. We are committed to the reduction of greenhouse gas emissions; efficient use of natural resources; and minimizing, relative to the growth of the Company, the environmental impacts from our operations, products, and services, as well as complying with laws and regulations related to these areas.

We voluntarily measure, monitor, and publicly report our scope 1, scope 2, and scope 3 (partial) greenhouse gas emissions and water impacts to CDP, a global standardized mechanism by which companies report their greenhouse gas emissions and water impacts to customers and institutional investors. We continuously seek to optimize the energy efficiency of our buildings, labs, and data centers; and we have increased our use of renewable energy, especially at our facilities in Bangalore, India and Wichita, Kansas, both of which are powered almost exclusively by renewable energy.

At both the global, regional and regional/state levels, various laws and regulations have been implemented or are under consideration to mitigate or report on the effects of climate change. Environmental laws are complex change frequently, and have tended to become more stringent over time. However, it is often difficult to anticipate future regulations pertaining to environmental matters and to estimate their impacts on our operations. Based on current information, we believe that our primary risk related to climate change is the risk of increased energy costs. We are not currently subject to a cap-and-trade system or any other mitigation measures that could be material to our operations, nor are we aware of any such measures that will impact us in the near future. Additionally, we have implemented disaster recovery and business resiliency measures to mitigate the physical risks our facilities, business, and supply chain might face as a consequence of natural disasters or severe weather/climate-related phenomena such as earthquakes, floods, droughts, and other such natural occurrences.

We are subject to international, federal, state, and local regulations regarding workplace safety and protection of the environment. Various international, federal, state, and local provisions regulate the use and discharge of certain hazardous materials used in the manufacture of our products. Failure to comply with environmental regulations in the future could cause us to incur substantial costs, subject us to business interruptions or cause customers to cease purchasing from us. We strive to comply with all applicable environmental laws. All of our products meet the applicable requirements of the following European Union (EU) directives: Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH);

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Energy Related Products (ErP); and Restriction of Hazardous Substances (RoHS); and . We also comply with the China RoHS directives. directive. We have a global product take-back program and an e-waste scheme to comply with the EU directive on Waste Electrical and Electronic Equipment (WEEE), and Extended Producer Responsibility (EPR) regulations in India.

We have maintained an environmental management system since December 2004 that provides the framework for setting, monitoring, and continuously improving our environmental goals and objectives. As part of ISO 14001 requirements, we set local environmental performance goals, such as reducing energy use per square foot and minimizing waste generated on site, that are aligned with our overall corporate strategy. We also conduct periodic reviews and are subject to third-party audits of our operations, and we monitor environmental legislation and requirements to help make sure we are taking necessary measures to remain in compliance with applicable laws, not only in our operations but also for our products.

Human Capital

We take pride in, and believe our success depends on, attracting and retaining leading talent in the industry based on a culture-fit approach. From our inception, NetApp has worked to build a model company and has embraced a culture of openness and trust. Our

employees are supported and encouraged to be innovative, and we communicate openly and transparently so that employees can focus on critical and impactful work that ties directly to our business strategy. We continue to invest in our global workforce to support diversity and inclusion and to support our employees' well-being and development.

Diversity, Equity, Inclusion and Belonging

We believe diversity, equity, inclusion and belonging leads to more innovation, better access to talent and improved business outcomes. Our strategies are intended to increase the demographic and cognitive diversity of our employee population and promote a culture of inclusion equity and to leverage such diversity inclusion to achieve sustained business results. For more information about our commitment to diversity, equity, inclusion and belonging, go to the "Diversity Inclusion Equity and Belonging" section of our website.

Benefits, Wellbeing and Engagement

Our healthcare options offer competitive, comprehensive coverage for our employees and their families, including:

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- National medical plans, plans;
- Regional medical plans, plans;
- Expert advice from world-renowned doctors through our medical second opinion program, program;
- National dental plans, plans;
- National vision plans with two levels of coverage to choose from and a
- Robust A robust wellness program.

Insurance and income protection. We provide life, accidental death and dismemberment and disability insurance programs. For additional peace of mind, we also offer supplemental insurance for our employees and their dependents.

Financial and savings programs. We offer flexible spending accounts, an employee stock purchase plan and a competitive 401(k) retirement plan with a company match. Our 401(k) plan gives employees more plans, including options to maximize retirement savings with pre-tax, Roth and after-tax contributions. We help our employees prepare for retirement by capitalizing on their total compensation and helping them save. savings.

Flexible Work. We offer a flexible hybrid work program (Thrive Everywhere) that allows employees, in consultation with their managers and teams, flexibility around where, when and how work is performed to deliver business outcomes, understanding that certain roles may be tied to specific locations or require an in-office presence due to business needs and job responsibilities, and to collaborate and connect most effectively. We are leaning into digital-first workflows, tools, and resources and programs to continuously promote flexibility, while others may enabling us to be primarily virtual. productive, wherever we are. We also believe in the value of people being together, building relationships, fostering trust, collaboration and innovation. We have evolved into a hybrid model, in which employees who are assigned to an office can divide their work between the office and other locations about half the time. We continue to pilot, test and iterate our approach to support new ways of working and evolving the employee experience.

Employee Wellbeing. We provide a wide range of wellbeing programs and tools to ensure employees and their families have the resources they need when they need them. We offer emotional wellbeing resources and programs such as back-up child and elder care, student debt repayment, educational assistance, and legal services for employees and their dependents. NetApp also offers a variety of time-off programs to help support our employees who need time-off. Employees also have access to discounts and fitness centers.

Engagement. Our Thrive Everywhere program is designed to We help employees grow, develop and succeed at NetApp by encouraging an open and interactive culture, where individual needs are recognized and met, and Company goals are supported. For employees, growth goals are tied to corporate objectives and key results to ensure that employees are progressing and are supported by management teams. Managers are encouraged to set aside time at least each quarter to conduct a two-way conversation with each team member to offer feedback, guidance and support on goals, priorities and career development. The Company also conducts surveys that gauge employee sentiment in areas like cross-functional collaboration, manager performance and inclusivity and create action plans to address concerns and amplify opportunities.

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Giving Back. The NetApp Serves Program supports how Cares programs support our employees want employees' efforts to make a positive difference in the world. our communities. In 2022, fiscal 2024, more than 3,160 2,386 NetApp employees donated over 42,600 19,940 hours to serve their communities and make an impact around the world. The NetApp Serves Program encourages Cares programs encourage employees to volunteer through individual, team or company efforts.

Board Oversight of Human Capital Management

Our Board of Directors plays an active role in overseeing the Company's human capital management strategy and programs. Our Talent and Compensation Committee provides oversight of our talent strategy and key programs related to corporate culture, workforce diversity and inclusion, talent acquisition, engagement, development and retention.

Employees

As of April 28, 2023 April 26, 2024, we had approximately 12,000 11,800 employees worldwide. None of our employees are represented by a labor union and we consider relations with our employees to be good.

Please visit our website for more detailed information regarding our human capital programs and initiatives. Nothing on our website shall be deemed incorporated by reference into this Annual Report on Form 10-K.

Information About Our Executive Officers

Our executive officers and their ages as of June 10, 2023 June 10, 2024, were as follows:

Name	Age	Position
George Kurian	56 57	Chief Executive Officer
César Cernuda	51 52	President

Michael J. Berry	60 61	Executive Vice President and Chief Financial Officer
Harvinder S. Bhela	51 52	Executive Vice President and Chief Product Officer
Elizabeth M. O'Callahan	54 55	Executive Vice President, Chief Legal Officer, and Corporate Secretary

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George Kurian is the chief executive officer of NetApp, a position he has held since June 1, 2015. He joined our Board of Directors in June 2015. From September 2013 to May 2015, he was executive vice president of product operations, overseeing all aspects of technology strategy, product and solutions development across our portfolio. Mr. Kurian joined NetApp in April 2011 as the senior vice president of the storage solutions group and was appointed to senior vice president of the Data ONTAP group in December 2011. Prior to joining NetApp, Mr. Kurian held several positions with Cisco Systems from 2002 to 2011, including vice president and general manager of the application networking and switching technology group. Additional roles include vice president of product management and strategy at Akamai Technologies from 1999 to 2002, as well as a management consultant at McKinsey and Company and a leader on the software engineering and product management teams at Oracle Corporation. Mr. Kurian is a board member at Cigna Corporation, a global health services company, where he serves on the compliance committee and people resources committee, and holds a BS degree in electrical engineering from Princeton University and an MBA degree from Stanford University.

César Cernuda came to NetApp in July 2020 as president and is responsible for leading the Company's global go-to-market organization spanning sales, marketing, services, support, and customer success. Mr. Cernuda joined NetApp after a long career at Microsoft that included various leadership roles. Mr. Cernuda is non-executive director and chairman of the ESG committee at Gestamp, an international group dedicated to automotive components. He is also on the advisory boards of Georgetown University's McDonough School of Business and the IESE Business School – University of Navarra. Mr. Cernuda is a graduate of the Harvard Business School Executive Leadership Program and the Program for Management Development at IESE Business School – University of Navarra, and he also completed the Leading Sustainable Corporations Programme at Oxford University's Saïd Business School. He earned his bachelor's degree in Business Administration from ESIC Business & Marketing School.

Michael J. Berry joined NetApp in March 2020 as executive vice president and chief financial officer, overseeing the worldwide finance, investor relations, security and IT organizations. Mr. Berry has served as a chief financial officer for over 16 years in both public and private companies including McAfee, FireEye, Informatica, and SolarWinds. Most recently he was executive vice president and chief financial officer at McAfee where he was responsible for all aspects of finance, including financial planning, accounting, tax and treasury, as well as operations and shared services. Mr. Berry is a board member of Rapid7, and Certinia, holding the Inc., where he serves as chair of the audit committee position at each company. committee. Mr. Berry holds a BS degree in finance from Augsburg University and an MBA degree in finance from the University of St. Thomas.

Harvinder S. Bhela joined NetApp in January 2022 as executive vice president and chief product officer. He is responsible for leading NetApp's product and engineering teams and building our multi-cloud, storage and data services products. products and solutions. Before joining NetApp, Mr. Bhela spent 25 years at Microsoft where he held multiple executive leadership positions. Most recently he served as corporate vice president of the Microsoft 365 Security, Compliance and Management business. Mr. Bhela holds a Bachelor of Engineering from the University of Mumbai and a Master of Science in Computer Science from the University of Minnesota.

Elizabeth M. O'Callahan was appointed joined NetApp in 2013 and has served as NetApp's executive vice president, chief legal officer, and corporate secretary in since January 2022. Ms. O'Callahan joined NetApp in 2013, and prior Prior to

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her appointment as chief legal officer, Ms. O'Callahan served as senior vice president

and general counsel from May 2021 to December 2021, as vice president and deputy general counsel from May 2020 to April 2021, and as vice president, corporate legal from October 2013 to April 2020. Ms. O'Callahan has over 20 years of experience advising technology companies on a variety of matters, including corporate governance, securities law, mergers and acquisitions, capital markets transactions, corporate compliance and ethics, data privacy, intellectual property, litigation and litigation. government relations. Before joining NetApp, Ms. O'Callahan served in a senior legal role at Xilinx (since acquired by AMD). She began her legal career in private practice in Silicon Valley specializing in corporate law and business litigation. Ms. O'Callahan holds a bachelor's degree from the University of California at Los Angeles and a J.D. from Santa Clara University.

Additional Information

Our internet address is *www.netapp.com.* We make available through our internet website our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, including exhibits, amendments to those reports and other documents filed or furnished pursuant to the Exchange Act of 1934, as soon as reasonably practicable after we electronically file such materials with, or furnish them to, the SEC.

The SEC maintains an internet site (*www.sec.gov*) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

Item 1A. *Risk Factors*

The information included elsewhere in this Annual Report on Form 10-K should be considered and understood in the context of the following risk factors, which describe circumstances that may materially harm our future business, operating results or financial condition. The following discussion reflects our current judgment regarding the most significant risks we face. These risks can and will change in the future.

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Risks Related to Our Business and Industry

Global economic and geopolitical conditions may harm our industry, business, and operating results, including our revenue growth and profitability, financial condition and cash flows.

We operate globally and as a result, our business, revenues and profitability are impacted by global economic and market conditions, including, among others, inflation, slower growth or recession, changes to fiscal and monetary policy, higher interest rates, tax rates, economic uncertainty, political instability, warfare, changes in laws, reduced consumer confidence and spending, and economic and trade barriers. Such factors may contribute to increased periodic volatility in the IT industry at large and limit our ability to forecast future demand for our products and services, impact availability of supplies and could constrain future access to capital for our suppliers, customers and partners. Additionally, adverse macroeconomic conditions, including those identified above, could materially adversely impact the demand for our products and our operating results amid customer concerns over slowing demand for their products, reduced asset values, volatile energy costs, geopolitical issues, the availability and cost of credit and the stability and solvency of financial institutions, financial markets, businesses, local and state governments, and sovereign nations. The impacts of these circumstances are global and pervasive, and the timing and nature of any ultimate resolution of these matters remain highly uncertain. All of these risks and conditions could materially adversely affect our future sales and operating results.

Our business may be harmed by technological trends in our market or if we are unable to keep pace with rapid industry, technological and market changes.

The growth in our industry and the markets in which we compete is driven by the increase in increasing demand for storage data, which increases demand for, and data management solutions by consumers, enterprises and governments around the world, and the purchases of, storage and data management solutions to address this demand. The rise in cloud usage and commensurate spending is driving customers to search for cloud operations solutions to lower costs and speed development. solutions. Despite these growth drivers, our markets could be adversely impacted by customers delaying purchases in the face of technology transitions, increasing adoption of substitute products and/or services, increased storage efficiency, competitive pricing dynamics, changing consumption models, and/or changing economic and business environments. For example, in fiscal 2023, we observed a slowdown in demand as a result uncertain macroeconomic conditions. Additionally, the impact of continuing global economic uncertainty. Additionally, customer requirements are evolving generative artificial intelligence (GenAI) in the nascent cloud operations market, which markets for storage and data management solutions has yet to be fully realized and could also adversely impact our opportunity. evolve in unexpected ways. While customers are navigating through their information technology (IT) transformations, which leverage modern architectures and hybrid cloud environments, they are also looking for simpler solutions and changing how they consume IT. This evolution is diverting spending towards transformational projects and architectures like flash, hybrid cloud, cloud storage, and IT as a service, converged infrastructure, service. The future impact of these trends on both short- and software defined storage.long-term growth patterns is uncertain, and we may be unable to meet customer demand, with an expected level of quality and support for new products or services.

Our business may be adversely impacted if we are unable to keep pace with rapid industry, technological or market changes or if our evolved cloud strategy is products and services are not accepted in the marketplace. As a result of these

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and other factors discussed in this report, customer demand for our products and services may fall and our revenue may decline on a year-over-year basis, as it did in fiscal 2017, 2020, and 2020. The future impact of these trends on both short- and long-term growth patterns is uncertain. 2024. If the general historical rate of industry growth declines, if the growth rates of some or all of the specific markets in which we compete decline, and/or if the consumption model of storage changes, and if our new and existing products, services and solutions do not receive customer acceptance and/or if we do not adapt our sales programs to address market changes, our business, operating results, financial condition and cash flows could suffer.

If we are unable to develop, introduce and gain market acceptance for new products and services while managing the transition from older ones, or if we cannot provide the expected level of quality and support for our new products and services, our business, operating results, financial condition and cash flows could be harmed.

Our future growth depends upon the successful development and introduction of new hardware and software products and services. Due to the complexity of storage software, cloud operations software, subsystems and appliances and the difficulty in gauging the engineering effort required to produce new products and services, such products and services are subject to significant technical and quality control risks.

If we are unable, for technological, customer reluctance or other reasons, to develop, introduce and gain market acceptance for new products and services, or if we are unable to provide the expected level of product and support quality for our new products and services, each as and when required by the market and our customers, our business, operating results, financial condition and cash flows could be materially and adversely affected.

New or additional product and feature introductions, including new software and cloud offerings, such as Astra by NetApp, cloud operations services new all-flash arrays, including Spot by NetApp, Instaclustr the block-optimized ASA families, and Cloud Insights, and new hardware and all-flash storage products, including AFF A900 and AFF capacity flash C-series, subject us to additional financial and operational risks, including our ability to forecast customer preferences

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and/or demand, our ability to successfully manage the transition from older products and solutions, our ability to forecast and manage the impact of customers' demand for new products, services and solutions or the products being replaced, and our ability to manage production capacity to meet the demand for new products and services. In addition, as existing customers transition from older products and solutions to new software and cloud offerings, newer ones, the transition could take longer than expected, or the customer could decide to delay the transition, either of which could result in non-renewal of the new offerings or affect our ability to manage and forecast customer churn and expansion rates for new software and cloud offerings, as we saw in the fourth quarter of fiscal 2022. offerings. As new or enhanced products and services are

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introduced, we must avoid excessive levels of older product inventories and related components and ensure that new products and services can be delivered to meet customers' demands. Further risks inherent in the introduction of new products, services and solutions include the uncertainty of price-performance relative to products of competitors, competitors' responses to the introductions, delays in sales caused by the desire of customers to evaluate new products for extended periods of time and our partners' investment in selling our new products and solutions. If these risks are not managed effectively, we could experience material risks to our business, operating results, financial condition and cash flows.

As we enter new or emerging markets, we will likely increase demands on our service and support operations and may be exposed to additional competition. We may not be able to provide products, services and support to effectively compete for these market opportunities.

Our The dynamic markets in which we participate and our sales and distribution structure makes forecasting revenues difficult and, if disrupted, could harm our business, operating results, financial condition and cash flows.

Our The dynamic markets in which we participate, and our business and sales models make revenues difficult to forecast. We sell to a variety of customers, across multiple industries and geographies, both directly and through various channels, with a corresponding variety of sales cycles. The majority of our sales are made and/or fulfilled indirectly through channel partners, including value-added resellers, systems integrators, distributors, original equipment manufacturers (OEMs) and strategic business partners, which include public cloud providers. This structure significantly complicates our ability to forecast future revenue, especially within any particular fiscal quarter or year. Moreover, our relationships with our indirect channel partners and strategic business partners are critical to our success. The loss of one or more of our key indirect channel partners in a given geographic area or the failure of our channel or strategic partners, including public cloud providers, to promote our products could harm our operating results. Qualifying and developing new indirect channel partners typically requires a significant investment of time and resources before acceptable levels of productivity are met. If we fail to maintain our relationships with our indirect channel partners and strategic partners, including public cloud providers, if their financial condition, business or customer relationships were to weaken, if they fail to comply with legal or regulatory requirements, or if we were to cease to do business with them for these or other reasons, our business, operating results, financial condition and cash flows could be harmed.

Our gross margins may vary.

Our gross margins reflect a variety of factors, including competitive pricing, component and product design, inflation, foreign exchange currency fluctuations, and the volume and relative mix of revenues from product, software support, hardware support and other services offerings. Increased component and labor costs, increased pricing and discounting pressures, the relative and varying rates of increases or decreases in component costs and product prices, or changes in the mix of revenue or decreased volume from product, software support, hardware support and other services offerings could harm our revenues, gross margins or earnings. Our gross margins are also impacted by the cost of any materials that

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are of poor quality and our sales and distribution activities, including, without limitation, pricing actions, rebates, sales initiatives and discount levels, and the timing of service contract renewals. The costs of third-party components comprise a significant portion of our product costs. While we generally have been able to manage our component and product design costs, we may have difficulty managing these costs if supplies of certain components, including NAND, become limited or component prices increase. Any such limitation could result in an increase in our product costs. We have seen, and may continue to see, our gross margins negatively impacted by increases in component costs, logistics costs, and inflationary pressures. An increase in component or design costs relative to our product prices could harm our gross margins and earnings. Failure to sustain or improve our gross margins may have a material adverse effect on our business and stock price.

Issues related to the development and use of artificial intelligence (AI), including GenAI, could give rise to legal and/or regulatory action, damage our reputation or otherwise materially harm our business.

We are increasingly building and/or leveraging AI technology, including GenAI, in certain of our products and services and in our business operations. Our research and development of such technology remains ongoing. As with many innovations, AI presents risks, challenges, and potential unintended consequences that could affect our and our customers' adoption and use of this technology. AI algorithms and training methodologies may be flawed, and AI technologies are complex and rapidly evolving. We face significant competition in the market and from other companies regarding such technologies.

While we aim to develop and use AI responsibly and attempt to identify and mitigate ethical and legal issues presented by its use, we may be unsuccessful in identifying or resolving issues before they arise. AI-related issues, deficiencies and/or failures could (i)

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give rise to legal and/or regulatory action, including with respect to proposed legislation regulating AI in various jurisdictions in which we operate, and as a result of new applications of existing data protection, privacy, intellectual property, and other laws; (ii) damage our reputation; or (iii) otherwise materially harm our business. To the extent regulation materially delays or impedes the adoption of AI, demand for our products may not meet our forecasts.

Increasing competition and industry consolidation could harm our business, operating results, financial condition and cash flows.

Our markets are intensely competitive and are characterized by fragmentation and rapidly changing technology. We compete with many companies in the markets we serve, including established public companies, newer public companies with a strong flash focus, and new market entrants addressing the growing opportunity for GenAI and application data

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management for Kubernetes and cloud operations. Kubernetes. Some offer a broad spectrum of IT products and services (full-stack vendors) and others offer a more limited set of products or services. Technology trends, such as hosted or public cloud storage, SaaS software as a service (SaaS) and flash storage are driving significant changes in storage architectures and solution requirements. Cloud service provider competitors provide customers storage for their data centers on demand, without requiring a capital expenditure, which meets rapidly evolving business needs and has changed the competitive landscape. We also now compete in the emerging cloud operations market, where growth is being driven by increased customer cloud usage and commensurate spend, but customer requirements are still evolving. There is no clear leader in this market.

Competitors may develop new technologies, products or services in advance of us or establish new business models, more flexible contracting purchase models or new technologies disruptive to us. By extending our flash, cloud storage, converged infrastructure and cloud operations offerings, we are competing in new segments with both traditional competitors and new competitors, particularly smaller emerging storage and cloud operations vendors. The longer-term potential and competitiveness of these emerging vendors remains to be determined. In cloud and converged infrastructure, we also compete with large well-established competitors.

It is possible that new competitors or alliances among competitors might emerge and rapidly acquire significant market share or buying power. An Changes in customer requirements or an increase in industry consolidation might result in stronger competitors that are better able to compete as full-stack vendors for customers and achieve increased economies of scale in the supply chain. compete. In addition, current and potential competitors have established or might establish cooperative relationships among themselves or with third parties, including some of our partners or suppliers. For additional information regarding our competitors, see the section entitled “Competition” contained in Part I, Item 1 – Business of this Form 10-K.

Global economic and geopolitical conditions restrict our visibility and may harm our industry, business, and operating results, including our revenue growth and profitability, financial condition and cash flows.

We operate globally and as a result, our business, revenues and profitability are impacted by global economic and market conditions, including, among others, inflation, slower growth or recession, changes to fiscal and monetary policy, higher interest rates, tax rates, economic uncertainty, political instability, warfare, changes in laws, reduced consumer confidence and spending, and economic and trade barriers. Such factors may limit our ability to forecast future demand for our products and services, contribute to increased periodic volatility in the computer, storage and networking industries at large, as well as the IT market, impact availability of supplies and could constrain future access to capital for our suppliers, customers and partners. The impacts of these circumstances are global and pervasive, and the timing and nature of any ultimate resolution of these matters remain highly uncertain. Adverse macroeconomic conditions, including those identified above, could materially adversely impact the demand for our products and our operating results amid customer concerns over slowing demand for their products, reduced asset values, volatile energy costs, geopolitical issues, the availability and cost of credit and the stability and solvency of financial institutions, financial markets, businesses, local and state governments, and sovereign nations. For example, in fiscal 2023, global economic uncertainty had, and could continue to have, a material adverse impact on the demand for our products. Additionally, constraints in our supply chain in

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fiscal 2023, including higher component and freight costs, resulted, and may continue to result, in increased costs of revenue and delays in fulfillment of certain customer orders. Consequently, these concerns have challenged our business and we expect them to continue to challenge our business for the foreseeable future. All of these risks and conditions could materially adversely affect our future sales and operating results.

Transition to consumption-based business models may adversely affect our revenues and profitability in other areas of our business and as a result may harm our business, operating results, financial condition and cash flows.

We offer customers a full range of consumption models, including the deployment of our software through our subscription cloud-based storage services and cloud-based Software storage as a Service (SaaS), and utility pricing and managed services offerings for our hardware and software systems. service (STaaS) delivered on premises. These business models continue to evolve, and we may not be able to compete effectively, generate significant revenues or maintain the profitability of our consumption-based offerings. Additionally, the increasing prevalence of cloud and SaaS delivery models offered by us and our competitors may unfavorably impact the pricing of our on-premise hardware and software offerings and could have a dampening impact on overall demand for our on-premise hardware and software product and service on-premises offerings sold in a traditional capex model, which could reduce our revenues and profitability, cash flow, at least in the near term. If we do not successfully execute our consumption model strategy or anticipate the needs of our customers, our revenues and profitability could decline.

As customer demand for our consumption model offerings increases, we will experience differences in the timing of revenue recognition between our traditional hardware and software license purchase arrangements (for which revenue is generally recognized in full at the time of delivery), relative to our consumption model offerings (for which revenue is generally recognized ratably over the term of the arrangement). We incur certain expenses associated with the infrastructure and marketing of our consumption model offerings in advance of our ability to recognize the revenues associated with these offerings.

Due to the global nature of our business, risks inherent in our international operations could materially harm our business.

A significant portion of our operations are located, and a significant portion of our revenues are derived, outside of the U.S. In addition, most of our products are manufactured outside of the U.S., and we have research and development, sales and service centers overseas. Accordingly, our international operations, business and future operating results could be adversely impacted by economic, business, regulatory, social and political factors affecting our international operations in foreign countries including, among other things, the imposition of government controls, local political or economic conditions including recessionary cycles, inflationary conditions and political uncertainty, economic sanctions, trade protection protections and regulations and export and import requirements, tariffs, tax policies, treaties or laws, local labor conditions, transportation costs, government spending patterns, geopolitical tensions and uncertainties, acts of terrorism, international conflicts and natural disasters in areas with limited infrastructure and adverse public health developments. In

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particular, ongoing trade tensions between the U.S. and China could impact our business and operating results. For products we manufacture Any increase in Mexico, tensions between the U.S. China and Mexico related to trade and border security issues Taiwan, including threats of military actions or escalation of military activities, could delay adversely affect our shipments to customers, or impact pricing or our business and operating results. contract manufacturers' ability to source key supply chain components included in our products. As a result of Russia's actions in the Ukraine, numerous countries and organizations have imposed sanctions and export controls, while businesses, including the Company, have limited or suspended Russian operations. Russia has likewise imposed currency restrictions and regulations and may further take

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retaliatory trade or other actions, including the nationalization of foreign businesses. These actions could impact our supply chain, pricing, business and operating results and expose us to cyberattacks. In addition, due to the global nature of our business, we are subject to complex legal and regulatory requirements in the U.S. and the foreign jurisdictions in which we operate and sell our products, including antitrust and anti-competition laws, and regulations related to data privacy, data protection, and cybersecurity. We are also subject to the potential loss of proprietary information due to piracy, misappropriation, or laws that may be less protective of our intellectual property rights than U.S. laws. Such factors have or could have an adverse impact on our business, operating results, financial condition and cash flows.

We face exposure to adverse movements in foreign currency exchange rates as a result of our international operations. These exposures may change over time as business practices evolve, and they could have a material adverse impact on our operating results, financial condition and cash flows. We utilize forward and option contracts in an attempt to reduce the adverse earnings impact from the effect of exchange rate fluctuations on certain assets and liabilities. Our hedging strategies may not be successful, and currency exchange rate fluctuations could have a material adverse effect on our operating results and cash flows. In addition, our foreign currency exposure on assets, liabilities, and cash flows that we do not hedge could have a material impact on our financial results in periods when the U.S. dollar significantly fluctuates in relation to foreign currencies.

Moreover, in many foreign countries, particularly in those with developing economies, it is a common business practice to engage in activities that are prohibited by NetApp's internal policies and procedures, or U.S. laws and regulations applicable to us, such as the Foreign Corrupt Practices Act. There can be no assurance that all our employees, contractors and agents, as well as those companies to which we outsource certain of our business operations, will comply with these policies, procedures, laws and/or regulations. Any such violation could subject us to fines and other penalties, which could have a material adverse effect on our business, operating results, financial condition and cash flows.

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Our acquisitions may not achieve expected benefits, and may increase our liabilities, disrupt our existing business and harm our operating results, financial condition and cash flows.

As part of our strategy, we seek to acquire other businesses and technologies to complement our current products and services, expand the breadth of our markets, or enhance our technical capabilities. For example, we acquired eight privately held companies from fiscal 2020 through the end of fiscal 2023. The benefits we have received, and expect to receive, from these and other acquisitions depend on our ability to successfully conduct due diligence, negotiate the terms of the acquisition and integrate the acquired business into our systems, procedures and organizational structure. Any inaccuracy in our acquisition assumptions or any failure to uncover or mitigate liabilities or risks associated with the acquisition, such as differing or inadequate cybersecurity and data privacy protection controls or contractual limitations of liability, and any failure to make the acquisition on favorable terms, integrate the acquired business or assets as and when expected, or retain key employees of the acquired company may reduce or eliminate the expected benefits of the acquisition to us, increase our costs, disrupt our operations, result in additional liabilities, investigations and litigation, and may also harm our strategy, our business and our operating results. The failure to achieve expected acquisition benefits may also result in impairment charges for goodwill and purchased intangible assets.

If we are unable to attract and retain qualified personnel, our business, operating results, financial condition and cash flows could be harmed.

Our continued success depends, in part, on our ability to hire and retain qualified personnel and to advance our corporate strategy and preserve the key aspects of our corporate culture. Because our future success is dependent on our ability to continue to enhance and introduce new products and features, we are particularly dependent on our ability to hire and retain qualified engineers and technical talent, including in emerging areas of technology such as artificial intelligence AI and machine learning. In addition, to increase revenues, we will be required to increase the productivity of our sales force and support infrastructure to achieve adequate customer coverage. Competition for qualified employees, particularly in the technology industry, is intense. remains tight. We have periodically reduced our workforce, including reductions of approximately 6% 9% and 8% 2% announced in fiscal 2021 2023 and the fourth quarter of fiscal 2023, 2024, respectively, and these actions may make it more difficult to attract and retain qualified employees. Our inability to hire and retain qualified management and skilled personnel, particularly engineers, salespeople and key executive management, could disrupt our development efforts, sales results, business relationships and/or our ability to execute our business plan and strategy on a timely basis and could materially and adversely affect our operating results, financial condition conditions and cash flows.

Many of our employees participate in our flexible hybrid work program, (Thrive Everywhere), and work remotely on a full- or part-time basis. While Thrive Everywhere this has been generally well received by employees, it may also create other challenges that impact our ability to attract and retain qualified personnel, including, but not limited to, some employees may prefer an in person work environment, decreased collaboration difficulty collaborating and communication communicating among employees, and reduced ability to maintain consistent experience of our corporate

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culture and workforce morale. If we are unable to effectively manage the risks and challenges associated with remote hybrid work, our business operations and financial performance may be adversely affected.

A number of our employees are foreign nationals who rely on visas and entry permits in order to legally work in the U.S. and other countries. In recent years, the U.S. has increased the level of scrutiny in granting H-1B, L-1 and other business visas. Compliance with new and unexpected U.S. immigration and labor laws could also require us to incur additional unexpected labor costs and expenses or could restrain our ability to retain and attract skilled professionals. Any of these restrictions could have a negative material adverse effect on our business, results of operations or financial conditions.

Equity grants are a critical component of our current compensation programs as they support attraction and engagement of key talent and align employee interests with shareholders. A competitive broad-based equity compensation program is essential to compete for talent in both the hardware and software industries, in which competitors for talent provide a more significant portion of compensation via equity. If we reduce, modify or eliminate our equity programs or fail to grant equity competitively, we may have difficulty attracting and retaining critical employees.

In addition, because of the structure of our sales, cash and equity incentive compensation plans, we may be at increased risk of losing employees at certain times. For example, the retention value of our compensation plans decreases after the payment of periodic bonuses or the vesting of equity awards.

Our acquisitions or divestitures may not achieve expected benefits, and may increase our liabilities, disrupt our existing business and harm our operating results, financial condition and cash flows.

As part of our strategy, we seek to acquire other businesses and technologies to complement our current products and services, expand the breadth of our markets, or enhance our technical capabilities, and may seek to divest a business, product line, or division which no longer complements our current products or services. For example, we acquired a number of privately held companies in the past several years. The benefits we have received, and expect to receive, from these and other acquisitions depend on our ability to successfully conduct due diligence, negotiate the terms of the acquisition and integrate the acquired business into our systems, procedures and organizational structure. Similarly, the benefits we would expect to receive from a divestiture would depend on our ability to manage separation of operations, services, product, and personnel, in addition to other risks. Any inaccuracy in our assumptions or any failure to uncover or mitigate liabilities or risks associated with an acquisition or divestiture, such as differing or inadequate cybersecurity and data privacy protection controls or contractual limitations of liability, and any failure to make an acquisition or divestiture on favorable terms, integrate or divest the subject business or assets as and when expected, or retain or separate key employees of the subject company or business may reduce or eliminate the expected benefits to us, increase our costs,

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disrupt our operations, result in additional liabilities, investigations and litigation, and may also harm our strategy, our business and our operating results. The failure to achieve expected acquisition or divestiture benefits may also result in impairment charges for goodwill and intangible assets.

We often incur expenses before we receive related benefits, and expenses may be difficult to reduce quickly if demand declines.

We base our expense levels in part on future revenue expectations and a significant percentage of our expenses are fixed. It is difficult to reduce our fixed costs quickly, and if revenue levels are below our expectations, operating results could be adversely impacted. During periods of uneven growth or decline, we may incur costs before we realize the anticipated related benefits, which could also harm our operating results. We have made, and will continue to make, significant investments in engineering, sales, service and support, marketing and other functions to support and grow our business. We are likely to recognize the costs associated with these investments earlier than some of the related anticipated benefits, such as revenue growth, and the return on these investments may be lower, or may develop more slowly, than we expect, which could harm our business, operating results, financial condition and cash flows.

Initiatives intended to make our cost structure, business processes and systems more efficient may not achieve the expected benefits and could inadvertently have an adverse effect on our business, operating results, financial condition and cash flows.

We continuously seek to make our cost structure and business processes more efficient, including by moving our business activities from higher-cost to lower-cost locations, outsourcing certain business processes and functions, and implementing changes to our business information systems. These efforts may involve a significant investment of financial and human resources and significant

changes to our current operating processes. For example, in fiscal 2024, we are implementing implemented, and in fiscal 2025 we will continue to implement, certain new business information systems. systems, including implementing our new enterprise resource planning system. We may encounter difficulties in implementing these new business information systems or maintaining and upgrading existing systems and software. Such difficulties may lead to significant expenses or losses due to unexpected additional costs required to implement or maintain systems, disruption in business operations, loss of sales or profits, or disruption to our ability to timely and accurately process and report key aspects of our financial statements and, as a result, may have a material adverse effect on our business, results of operations, financial condition and prospects.

In addition, as we move operations into lower-cost jurisdictions and outsource certain business processes, we become subject to new regulatory regimes and lose control of certain aspects of our operations and, as a consequence, become more dependent upon the systems and business processes of third-parties. If we are unable to move our operations, outsource business processes or implement new business information systems in a manner that complies with local law and maintains adequate standards, controls and procedures, the quality of our products and services may suffer and we

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may be subject to increased litigation risk, either of which could have an adverse effect on our business, operating results and financial condition. Additionally, we may not achieve the expected benefits of these and other transformational initiatives, which could harm our business, operating results, financial condition and cash flows.

We are exposed to credit risks, our investment portfolio may experience fluctuations in market value or returns, and our cash and cash equivalents could be adversely affected if the financial institutions in which we hold our cash and cash equivalents fail.

We maintain an investment portfolio of various holdings, types, and maturities. Credit ratings and pricing of our investments can be negatively affected by liquidity, credit deterioration, financial results, economic risk, political risk, sovereign risk or other factors. As a result, the value and liquidity of our investments and the returns thereon may fluctuate substantially. Unfavorable macroeconomic conditions, rising interest rates, or other circumstances could result in an economic slowdown and possibly cause a global recession. An economic slowdown or increased regional or global economic uncertainty may lead to failures of counterparties, including financial institutions, governments and insurers, which could result in a material decline in the value of our investment portfolio and

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substantially reduce our investment returns. We regularly maintain cash balances at large third-party financial institutions in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limit of $250,000 and similar regulatory insurance limits outside the United States. If a depository institution where we maintain deposits fails or is subject to adverse conditions in the financial or credit markets, we may not be able to recover all of our deposits, which could adversely impact our operating liquidity and financial performance. Similarly, if our customers or partners experience liquidity issues as a result of financial institution defaults or non-performance where they hold cash assets, their ability to pay us may become impaired and could have a material adverse effect on our results of operations, including the collection of accounts receivable and cash flows.

Our goals and disclosures related to environmental, social and governance (ESG) matters expose us to risks that could adversely affect our reputation and performance.

We have established and publicly announced, ESG and may continue to establish and publicly announce, initiatives and goals regarding environmental matters, diversity, and other related matters, including our commitment to reducing our greenhouse gas emissions and increasing our representation of women in our global workforce and underrepresented minorities in our US workforce. workforce, in our ESG Report, on our website, in our SEC filings and elsewhere. These statements reflect our current plans and aspirations and are not quotas or guarantees that we will be able to achieve them. These initiatives and goals could be difficult and expensive to implement, the technologies we need to implement them may

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not be cost effective and may not advance at a sufficient pace, and ensuring the accuracy, adequacy or completeness of the disclosure of our ESG initiatives can be costly, difficult and time-consuming. Our failure to accomplish or accurately track and report on these goals on a timely basis, or at all, could adversely affect our reputation, financial performance and growth, and expose us to increased scrutiny from our stakeholders, the investment community as well as enforcement authorities.

Our ability There is an increasing focus from U.S. and foreign government agencies, investors, customers, consumers, employees and other stakeholders concerning ESG matters, including sustainable products. These changing rules, regulations and stakeholder expectations have resulted in, and are likely to achieve any continue to result in, increased general and administrative expenses and increased management time and attention spent complying with or meeting such regulations and expectations. For example, developing and acting on ESG objective initiatives, and collecting, measuring and reporting ESG information and metrics can be costly, difficult and time consuming and is subject to numerous risks, many of which are outside of our control, evolving reporting standards, including the changing regulatory SEC's climate-related reporting requirements, affecting the California climate reporting rules and, to the extent applicable, the European Union's (EU) Corporate Sustainability Reporting Directive. Statements about our ESG standards or disclosures, our ability to recruit, develop initiatives and retain diverse talent in our labor markets, the locations goals, and usage of our products and the implications progress against those goals, may be based on their greenhouse gas emissions and the success of our organic growth and acquisitions.

Standards standards for tracking, measuring and reporting ESG matters continue that are continuing to evolve. Our selection of voluntary disclosure frameworks evolve and standards, and the interpretation or application of those frameworks and standards, may change from time assumptions that are subject to time or differ from those of others. change. This may result in a lack of consistent or meaningful comparative data from period to period or between the Company and other companies in the same industry. In addition, our processes and controls may not always comply with evolving standards for identifying, measuring and reporting ESG metrics, including ESG-related disclosures that may be required of public companies by the Securities and Exchange Commission, and such standards may change over time, which could result in significant revisions to our current goals, reported progress in achieving such goals, or ability to achieve such goals in the future.

We could also face scrutiny from certain stakeholders for the scope or nature of our ESG initiatives or goals, or for any revisions to these goals. If our ESG practices do not meet evolving investor related data, processes and reporting are incomplete or other stakeholder expectations and standards, then inaccurate, if we fail to achieve progress with respect to our reputation, ESG goals on a timely basis, or at all, or if we were to be subject to government enforcement actions or private litigation from stakeholders because of our ESG initiatives, our ability to attract or retain employees, and our attractiveness as an investment, business partner, acquiror or supplier could be negatively impacted. Further, impacted and our failure or perceived failure to pursue or fulfill our goals business, financial performance and objectives or to satisfy various reporting standards on a timely basis, or at all, growth could have similar negative impacts or expose us to government enforcement actions and private litigation.

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be adversely affected.

Risks Related to Our Customers and Sales

A portion of our revenues is generated by large, recurring purchases from various customers, resellers and distributors. A loss, cancellation or delay in purchases by any of these parties has negatively affected our revenues in the past, and could negatively affect our revenues in the future.

A significant portion of our net revenues is generated through depends on sales to a limited number of customers and distributors. We generally do not enter into binding purchase commitments with our customers, resellers and distributors for extended periods of time, and thus there is no guarantee we will continue to receive large, recurring orders from these customers, resellers or distributors. For example, our reseller agreements generally do not require minimum purchases, and our customers, resellers and distributors can stop purchasing and marketing our products at any time. In addition, unfavorable economic conditions may negatively impact Any deterioration in the solvency of our customers, resellers and distributors or the ability of such customers, resellers and distributors to obtain credit to finance purchases of our products. products could have a significant adverse effect on our results of operations and cash flow. If any of our key customers, resellers or distributors changes its pricing practices, reduces the size or frequency of its orders for our products, or stops purchasing our products altogether, our operating results, financial condition and cash flows could be materially adversely impacted. In addition, major customers may also seek pricing, payment, intellectual property-related, or other commercial terms that are less favorable to us, which may have a negative impact on our business, cash flow and operating results.

If we are unable to maintain and develop relationships with strategic partners, our revenues may be harmed.

Our growth strategy includes developing and maintaining strategic partnerships with major third-party software and hardware vendors to integrate our products into their products and also co-market our products with them. A number of our strategic partners are industry leaders that offer us expanded access to segments in which we do not directly participate. In particular, strategic partnerships with public cloud providers and other cloud service vendors are critical to the success of our cloud-based business. However, there is intense competition for attractive strategic partners, and these relationships may not be exclusive, may not generate significant revenues and may be terminated on short notice. For instance, some of our partners are also partnering with our competitors, which may increase the availability of competing solutions and harm our ability to grow our relationships with those partners. Moreover, some of our partners, particularly large, more diversified technology companies, including major cloud providers, are also competitors, thereby complicating our relationships. If we are unable to establish new partnerships or maintain existing partnerships, if our strategic partners favor their relationships

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with other vendors in the storage industry or if our strategic partners increasingly compete with us, we could experience lower than expected revenues, suffer delays in product development, or experience other harm to our business, operating results, financial condition and cash flows.

Our success depends upon our ability to effectively plan and manage our resources and to periodically restructure our business, in response to changing market conditions and market demand for our products, and such actions may have an adverse effect on our business, operating results, financial condition and cash flows.

Our ability to successfully offer our products and services in a rapidly evolving market requires an effective planning, forecasting, and management process to enable us to effectively scale and adjust our business in response to fluctuating market opportunities and conditions.

We recently In fiscal 2024, we reorganized our sales resources, which included changes and additions to our sales leadership team, to gain operational efficiencies and improve the alignment of our resources with customer and market opportunities. We expect to continue developing our sales organization and go-to-market model towards these goals throughout fiscal 2024. The reorganization Reorganization of our sales resources, and ongoing evolution of our go-to-market model, could result in short or long-term disruption of our sales cycles, may not produce the efficiencies and benefits desired, and could harm our operating results, financial condition and cash flows.

We have and may in the future undertake initiatives that could include reorganizing our workforce, restructuring, disposing of, and/or otherwise discontinuing certain products, facility reductions or a combination of these actions. actions which have resulted in, or may result in, restructuring charges. Rapid changes in the size, alignment or organization of our workforce, including our business unit structure, structure of our sales team, and sales account coverage, could adversely affect our ability to develop, sell and deliver products and services as planned or impair our ability to realize our current or future business and financial objectives. Any decision to take these actions may result in charges to earnings associated with, among other things, inventory or other fixed, intangible or goodwill asset reductions (including, without limitation, impairment charges), workforce and facility reductions and penalties and claims from third-party resellers or users of discontinued products. Charges associated with these activities could harm our operating results. In addition Our ability to the costs associated with these activities, we may not realize any of achieve the anticipated cost savings and other benefits from these initiatives is subject to many estimates and assumptions, which are subject to uncertainties. If our estimates and assumptions are incorrect, if we are unsuccessful at implementing changes, or if other unforeseen events occur, our business, financial condition, and results of the underlying restructuring activities. operations could be adversely affected.

Reduced U.S. government demand could materially harm our business, operating results, financial condition and cash flows. In addition, we could be harmed by claims that we have or a channel partner has failed to comply with regulatory and contractual requirements applicable to sales to the U.S. government.

The U.S. government is an important customer for us. However, government demand is uncertain, as it is subject to political and budgetary fluctuations and constraints. Events such as the U.S. federal government shutdown from December 2018 to January 2019

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and continued uncertainty regarding the U.S. budget and debt levels have increased demand uncertainty for our products. In addition, like other customers, the U.S. government may evaluate competing products and delay purchasing in the face of the technology transitions taking place in the storage industry. If the U.S. government or an individual agency or multiple agencies within the U.S. government continue to reduce or shift their IT spending patterns, our operating results, including revenues may be harmed.

Selling our products to the U.S. government, whether directly or through channel partners, also subjects us to certain regulatory and contractual requirements. Failure to comply with these requirements by either us or our channel partners could subject us to investigations, fines, and other penalties, which could materially harm our operating results and financial condition. As an example, the United States Department of Justice (DOJ) and the General Services Administration (GSA) have in the past pursued claims against and financial settlements with IT vendors, including us and several of our competitors and channel partners, under the False Claims Act and other statutes related to pricing and discount practices and compliance with certain provisions of GSA contracts for sales to the federal government. Although the DOJ and GSA currently have no claims pending against us, we could face claims in the future. Violations of certain regulatory and contractual requirements, including with respect to cybersecurity, procurement process or affirmative action program requirements could also result in us being suspended or debarred from future government contracting. Any of these outcomes could have a material adverse effect on our business, operating results, financial condition and cash flows.

In response to increasing cybersecurity threats, the U.S. government has subjected IT vendors, including us, to certain additional requirements. As an example, the Executive Order on Improving the Nation's Cybersecurity (EO 14028), released in May 2021,

outlines the U.S. government's plan to address software supply chain security for "critical software" and other software. NetApp's products are categorized as critical software, requiring us to achieve compliance with the Secure Software Development Framework (SSDF) under NIST special publication 800-218. The current deadline for compliance is subject to the U.S. government's finalization of their common attestation form, and any products that cannot attest to compliance with the SSDF may result in delays or inability to execute contracts with customers, particularly with government entities.

If we do not achieve forecasted sales orders in any quarter, our operating results, financial condition and cash flows could be harmed.

We derive a majority of our revenues in any given quarter from orders booked in the same quarter. Orders typically follow intra-quarter seasonality patterns weighted toward the back end of the quarter. If we do not achieve the level, timing

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and mix of orders consistent with our quarterly targets and historical patterns, or if we experience cancellations of significant orders, our operating results, financial condition and cash flows could be harmed.

Our gross margins may vary.

Our gross margins reflect a variety of factors, including competitive pricing, component and product design, and the volume and relative mix of revenues from product, software support, hardware support and other services offerings. Increased component costs, increased pricing and discounting pressures, the relative and varying rates of increases or decreases in component costs and product prices, or changes in the mix of revenue or decreased volume from product, software support, hardware support and other services offerings could harm our revenues, gross margins or earnings. Our gross margins are also impacted by the cost of any materials that are of poor quality and our sales and distribution activities, including, without limitation, pricing actions, rebates, sales initiatives and discount levels, and the timing of service contract renewals.

The costs of third-party components comprise a significant portion of our product costs. While we generally have been able to manage our component and product design costs, we may have difficulty managing these costs if supplies of certain components become limited or component prices increase. Any such limitation could result in an increase in our product costs. An increase in component or design costs relative to our product prices could harm our gross margins and earnings.

We are exposed to the credit and non-payment risk of our customers, resellers and distributors, especially during times of economic uncertainty and tight credit markets, which could result in material losses.

Most of our sales to customers are on an open credit basis, with typical payment terms of 30 days. We may experience increased losses as potentially more customers are unable to pay all or a portion of their obligations to us, particularly in the current macroeconomic environment when access to sources of liquidity may be limited. Beyond our open credit arrangements, some of our customers have entered into recourse and non-recourse financing leasing arrangements using third-party leasing companies. Under the terms of recourse leases, which are generally three years or less, we remain liable for the aggregate unpaid remaining lease payments to the third-party leasing companies in the event of end-user customer default. During periods of economic uncertainty, our exposure to credit risks from our customers increases. In addition, our exposure to credit risks of our customers may increase further if our customers and their customers or their lease financing sources are adversely affected by global economic conditions.

Risks Related to Our Products and Services

Any disruption to our supply chain could materially harm our business, operating results, financial condition and cash flows.

We do not manufacture certain components used in our products. We rely on third parties to manufacture critical components, as well as for associated logistics. Our lack of direct responsibility for, and control over, these elements of our

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business, as well as the diverse international geographic locations of our manufacturing partners and suppliers, creates significant risks for us, including, among other things:

- Limited number of suppliers for certain components;
- No guarantees of supply and limited ability to control the quality, quantity and cost of our products or of their components;
- The potential for binding price or purchase commitments with our suppliers at higher than market rates;
- Limited ability to adjust production volumes in response to our customers' demand fluctuations;
- Labor and political unrest at facilities we do not operate or own;
- Geopolitical disputes disrupting our supply chain;
- Impacts on our supply chain from adverse public health developments, including outbreaks of contagious diseases such as COVID-19; developments;
- Business, legal compliance, litigation and financial concerns affecting our suppliers or their ability to manufacture and ship components in the quantities, quality and manner we require; and
- Disruptions due to floods, earthquakes, storms and other natural disasters, especially those caused by climate change, and particularly in countries with limited infrastructure and disaster recovery resources.

Such risks have subjected us, and could in the future subject us, to supply constraints, price increases and minimum purchase requirements and our business, operating results, financial condition and cash flows could be harmed. For example, the global shortage of critical product components in fiscal 2023 caused us to experience increased prices and extended lead times for certain critical components, such as semiconductors. Such shortages could reduce our flexibility to react to product mix changes and disrupt our production schedule. The risks associated with our outsourced manufacturing model are particularly acute when we transition products to new facilities or manufacturers, introduce and increase volumes of new products or qualify new contract manufacturers or suppliers, at which times our ability to manage the relationships among us, our manufacturing partners and our component suppliers, becomes critical. New manufacturers, products, components or facilities create increased costs and risk that we will fail to deliver high quality products in the required volumes to our

customers. Any failure of a manufacturer or component supplier to meet our quality, quantity or delivery requirements in a cost-effective manner will harm our business, including customer relationships and as a result could harm our operating results, financial condition and cash flows. Additionally, disruption to our manufacturing operations, or those of our contract

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manufacturers, could significantly impact our ability to supply our customers and could produce a near-term severe impact on the Company.

We rely on a limited number of suppliers for critical product components.

We rely on a limited number of suppliers for drives and other components utilized in the assembly of our products, including certain single source suppliers, which has subjected us, and could in the future subject us, to price rigidity, periodic supply constraints, and the inability to produce our products with the quality and in the quantities demanded. Consolidation among suppliers, particularly within the semiconductor and storage media industries, has contributed to price volatility and supply constraints. When industry supply is constrained, or the supply chain is disrupted, as it was during the COVID-19 pandemic, our suppliers may allocate volumes away from us and to our competitors, all of which rely on many of the same suppliers as we do. Accordingly, our business, operating results, financial condition and cash flows may be harmed.

If a material cybersecurity or other security breach impacts our services or occurs on our systems, within our supply chain, or on our end-user customer systems, or if stored data is improperly accessed, customers may reduce or cease using our solutions, our reputation may be harmed and we may incur significant liabilities.

We store and transmit, and sell products and services that store and transmit, personal, sensitive and proprietary data related to our products, our employees, customers, clients and partners (including third-party vendors such as data centers and providers of SaaS, cloud computing, and internet infrastructure and bandwidth), and their respective customers, including intellectual property, books of record and personal information. It is critical to our business strategy that our infrastructure, products and services remain secure and are perceived by customers, clients and partners to be secure. There are numerous and evolving risks to cybersecurity and privacy, including criminal hackers, state-sponsored intrusions, industrial espionage, human error and technological vulnerabilities. Material cybersecurity incidents or other security breaches could result in (1) unauthorized access to, or loss or unauthorized use, alteration, or disclosure of, such information; (2) litigation, indemnity obligations, government investigations and proceedings, regulatory fines and penalties, and other possible liabilities; (3) negative publicity; and (4) disruptions to our internal and external operations. Any of these could damage our reputation

and public perception of the security and reliability of our products, as well as harm our business and cause us to incur significant liabilities. In addition, a material cybersecurity incident or loss of personal information, or other material security breach could result in other negative consequences, including remediation costs, disruption of internal operations, increased cybersecurity protection costs and lost revenues.

Our clients and customers use our platforms for the transmission and storage of sensitive data. We do not generally review the information or content that our clients and their customers upload and store, and we have no direct control over the substance of the information or content stored within our platforms. If our employees, or our clients, partners or their respective customers use our platforms for the transmission or storage of personal or other sensitive information, or our

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supply chain cybersecurity is compromised and our security measures are breached as a result of third-party action, employee error, malfeasance, stolen or fraudulently obtained log-in credentials or otherwise, our reputation could be damaged, our business may be harmed and we could incur significant liabilities.

Security industry experts and US Government officials continue to emphasize risks to our industry. Cyber attacks and security breaches continue to increase, and of particular concern are supply-chain attacks against software development. development and breaches of technology service providers. We anticipate that cyberattacks will continue to increase in the future. future given cyber warfare has become a consistent lever within geopolitical conflicts and increasingly leverages hacktivism. We cannot give assurance that we will always be successful in preventing or repelling unauthorized access to our systems. We also may face delays in our ability to identify or otherwise respond to any cybersecurity incident or any other breach. Additionally, we use third-party service providers to provide some services to us that involve the storage or transmission of data, such as SaaS, cloud computing, and internet infrastructure and bandwidth, and they face various cybersecurity threats and also may suffer cybersecurity incidents or other security breaches.

Many jurisdictions have enacted or are enacting laws requiring companies to notify regulators or individuals of data security incidents involving certain types of personal data. These mandatory disclosures regarding security incidents often lead to widespread negative publicity. Moreover, the risk of reputational harm may be magnified and/or distorted through the rapid dissemination of information over the internet, including through news articles, blogs, social media, and other online communication forums and services. Any security incident, loss of data, or other security breach, whether actual or perceived, or whether impacting us or our third-party service providers, could harm our reputation, erode customer confidence in the effectiveness of our data security measures, negatively impact our ability to attract new customers, cause existing customers to elect not to renew their support contracts or their SaaS subscriptions, or subject us to third-party lawsuits, regulatory fines or other action or liability, which could materially and adversely affect our business and operating results.

There can be no assurance that the limitations of liability in our contracts would be enforceable or adequate or would otherwise protect us from any such liabilities or damages with respect to any particular claim. Our existing general liability insurance coverage, cybersecurity insurance coverage and coverage for errors and omissions may not continue to be available on acceptable terms or may not be available in sufficient amounts to cover one or more large claims, or our insurers may deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceeds available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on our business, operating results, financial condition and cash flows.

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If a data center or other third-party who relies on our products experiences a disruption in service or a loss of data, such disruption could be attributed to the quality of our products, thereby causing financial or reputational harm to our business.

Our clients, including data centers, SaaS, cloud computing and internet infrastructure and bandwidth providers, rely on our products for their data storage needs. Our clients may authorize third-party technology providers to access their data on our systems. Because we do not control the transmissions between our clients, their customers, and third-party technology providers, or the processing of such data by third-party technology providers, we cannot ensure the complete integrity or security of such transmissions or processing. Errors or wrongdoing by clients, their customers, or third-party technology providers resulting in actual or perceived security breaches may result in such actual or perceived breaches being attributed to us.

A failure or inability to meet our clients' expectations with respect to security and confidentiality through a disruption in the services provided by these third-party vendors, or the loss or alteration of data stored by such vendors, could result in financial or reputational harm to our business to the extent that such disruption or loss is caused by, or perceived by our customers to have been caused by, defects in our products. Moreover, the risk of reputational harm may be magnified and/or distorted through the rapid dissemination of information over the internet, including through news articles, blogs, social media, and other online communication forums and services. This may affect our ability to retain clients and attract new business.

Failure to comply with new and existing laws and regulations relating to privacy, data protection, AI and information security could cause harm to our reputation, result in liability and adversely impact our business.

Our business is subject to increasing regulation by various federal, state and international governmental agencies responsible for enacting and enforcing laws and regulations relating to privacy, data protection, and information security. For example, since the

effective date of the EU's General Data Privacy Protection Regulation in 2018, the Court of Justice of the European Union EU has issued rulings that have impacted how multinational companies must implement that law and the European Commission (EC) has published new regulatory requirements relating to cross-border data transfers applicable to multinational companies like NetApp. NetApp relies on a variety of compliance methods to transfer personal data of European Economic Area (EEA) individuals to other countries, including Binding Corporate Rules and Standard Contractual Clauses (SCCs). In June 2021, the EC imposed new SCC requirements which impose certain contract and operational requirements on NetApp and its contracting parties, including requirements related to government access transparency, enhanced data subject rights, and broader third-party assessments to ensure safeguards necessary to protect personal data transferred from NetApp or its partners to countries outside the EEA, requiring NetApp to revise customer and vendor agreements. In addition to the EU's General Data Privacy Protection Regulation, other global governments have adopted new privacy and data protection laws. In particular, the United Kingdom's exit from the EU has resulted in a parallel laws implementing similarly comprehensive privacy law known as the United Kingdom General Data

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Protection Regulation, which is similarly supplemented by other domestic data protection laws, such as the United Kingdom Data Protection Act 2018. regulatory frameworks.

The rapidly evolving regulatory framework landscape in this area is likely to remain uncertain for the foreseeable future. future given heightened cyber-security threats, and amid the innovation and adoption of GenAI technology. For example, the Artificial Intelligence Act, recently adopted by the EU, sets forth new AI risk categorization, obligations, and prohibitions. In addition, changes in the interpretation and enforcement of existing laws and regulations could impact our business operations and those of our partners, vendors and customers. Customers, privacy advocates and industry groups also may propose new and different self-regulatory standards or standards of care that may legally or contractually apply to us, and these standards may be subject to change. These factors create uncertainty and we cannot yet determine the impact such future laws, regulations and standards, or changes to such laws, regulations, or standards, or to their interpretation or enforcement, may have on our business or the businesses of our partners, vendors and customers. In addition, changes in the interpretation of existing laws and regulations could impact our business operations and those of our partners, vendors and customers.

Because the interpretation and application of many laws and regulations relating to privacy, data protection and information security, along with industry standards, are uncertain, it is possible that relevant laws, regulations, or standards may be interpreted and applied in manners that are, or are alleged to be, inconsistent with our data management practices or the features of our products. Any failure, or perceived failure, by us or our business partners to comply with federal, state or international laws and regulations relating to privacy, data protection, and information security, commitments relating to privacy, data protection, and information security contained in our contracts, self-regulatory standards that apply to us or that third parties assert are applicable to us, or our policies or notices we post or make available could subject us to claims, investigations, sanctions, enforcement actions and other proceedings, disgorgement of profits, fines, damages, civil and criminal liability, penalties or injunctions.

Additionally, as a technology provider, our customers expect that we can demonstrate compliance with laws and regulations relating to privacy, data protection, and information security, and our inability or perceived inability to do so may adversely impact sales of our products and services, particularly to customers in highly-regulated industries. We have invested company resources in complying with new laws, regulations, and other obligations relating to privacy, data protection, and information security, and we may be required to make additional, significant changes in our business operations, all of which may adversely affect our revenue and our business overall. As a result of any inability to comply with such laws and regulations, our reputation and brand may be harmed, we could incur significant costs, and financial and operating results could be materially adversely affected, and we could be required to modify or change our products or

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our business practices, any of which could have an adverse effect on our business. Our business could be subject to stricter obligations, greater fines and private causes of action, including class actions, under the enactment of new laws and regulations relating to privacy, data protection, and information security, including but not limited to, the European Union General Data Protection Regulation, which provides for penalties of up to 20 million Euros or four percent of our annual global revenues, UK General Data Protection Regulation, which provides for penalties up to 15 million Pounds or four percent of our annual global revenue, the California Consumer Privacy Act and the California Privacy Rights Act, and other U.S. state-based regulation.

If our products or services are defective, or are perceived to be defective as a result of improper use or maintenance, our operating results, including gross margins, and customer relationships may be harmed.

Our products and services are complex. We have experienced in the past, and expect to experience in the future, quality issues impacting certain products, and in the future, we could experience reliability issues with services we provide. Such quality and reliability issues may be due to, for example, our own designs or processes, the designs or processes of our suppliers, and/or flaws in third-party software used in our products. These types of risks are most acute when we are introducing new products. Quality or reliability issues have and could again in the future cause customers to experience outages or disruptions in service, data loss or data corruption. If we fail to remedy a product defect or flaw, we may experience a failure of a product line, temporary or permanent withdrawal from a product or market, damage to our reputation, loss of revenue, inventory costs or product reengineering expenses and higher ongoing warranty and service costs, and these occurrences could have a material impact on our gross margins, business and operating results. In addition, we exercise little control over how our customers use or maintain our products and services, and in some cases improper usage or maintenance could impair the performance of our products and services, which could lead to a perception of a quality or reliability issue. Customers may experience losses that may result from or are alleged to result from defects or flaws in our products and services, which could subject us to claims for damages, including consequential damages.

Changes in regulations relating to our products or their components, or the manufacture, sourcing, distribution or use thereof, may harm our business, operating results, financial condition and cash flows.

The laws and regulations governing the manufacturing, sourcing, distribution and use of our products have become more complex and stringent over time. For example, in addition to various environmental laws relating to carbon emissions, the use and discharge of hazardous materials and the use of certain minerals originating from identified conflict zones, many governments, including the U.S., the United Kingdom and Australia, have adopted regulations concerning the risk of human trafficking in supply chains which govern how workers are recruited and managed. We incur costs to comply with the requirements of such laws. Further, since our supply chain is complex, we may face reputational harm if our customers or other stakeholders conclude that we are unable to verify sufficiently the origins of the minerals used in the products we sell or the actions of our suppliers with respect to workers. As the laws and regulations governing our products continue to

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expand and change, our costs are likely to rise, and the failure to comply with any such laws and regulations could subject us to business interruptions, litigation risks and reputational harm.

Some of our products are subject to U.S. export control laws and other laws affecting the countries in which our products and services may be sold, distributed, or delivered, and any violation of these laws could have a material and adverse effect on our business, operating results, financial condition and cash flows.

Due to the global nature of our business, we are subject to import and export restrictions and regulations, including the Export Administration Regulations administered by the Commerce Department's Bureau of Industry and Security (BIS) and the trade and economic sanctions regulations administered by the Treasury Department's Office of Foreign Assets Control (OFAC). The U.S., through the BIS and OFAC, places restrictions on the sale or export of certain products and services to certain countries and persons, including most recently to Russia, Belarus and portions of Ukraine. These regulations have caused the Company to stop selling or servicing our products temporarily in restricted areas, such as Russia, Belarus and portions of Ukraine. The BIS and OFAC have also placed restrictions on dealing with certain "blocked" entities, such as Russia's federal security service (FSB), including the Company's filing of notifications to the FSB for exporting certain products to Russia. Violators of these export control and sanctions laws may be subject to significant penalties, which may include significant monetary fines, criminal proceedings against them and their officers and employees, a denial of export privileges, and suspension or debarment from selling products to the federal government. Our products could be shipped to those targets by third parties, including potentially our channel partners, despite our precautions.

If we were ever found to have violated U.S. export control laws, we may be subject to various penalties available under the laws, any of which could have a material and adverse impact on our business, operating results and financial condition. Even if we were not

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found to have violated such laws, the political and media scrutiny surrounding any governmental investigation of us could cause us significant expense and reputational harm. Such collateral consequences could have a material adverse impact on our business, operating results, financial condition and cash flows.

Our failure to protect our intellectual property could harm our business, operating results, financial condition and cash flows.

Our success depends significantly upon developing, maintaining and protecting our proprietary technology. We rely on a combination of patents, copyrights, trademarks, trade secrets, confidentiality procedures and contractual provisions with employees, resellers, strategic partners and customers, to protect our proprietary rights. We currently have multiple U.S. and international patent applications pending and multiple U.S. and international patents issued. The pending applications

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may not be approved, and our existing and future patents may be challenged. If such challenges are brought, the patents may be invalidated. We may not be able to develop proprietary products or technologies that are patentable, and patents issued to us may not provide us with any competitive advantages and may be challenged by third parties. Further, the patents of others may materially and adversely affect our ability to do business. In addition, a failure to obtain and defend our trademark registrations may impede our marketing and branding efforts and competitive condition. Litigation may be necessary to protect our proprietary technology. Any such litigation may be time-consuming and costly. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our products or obtain and use information that we regard as proprietary. In addition, the laws of some foreign countries do not protect proprietary rights to as great an extent as do the laws of the U.S. Our means of protecting our proprietary rights may not be adequate or our competitors may independently develop similar technology, duplicate our products, or design around patents issued to us or other intellectual property rights of ours. In addition, while we train employees in confidentiality practices and include terms in our employee and consultant agreements to protect our intellectual property, there is persistent risk that some individuals will improperly take our intellectual property after terminating their employment or other engagements with us, which could lead to intellectual property leakage to competitors and a loss of our competitive advantages.

We may be found to infringe on intellectual property rights of others.

We compete in markets in which intellectual property infringement claims arise in the normal course of business. Third parties have, from time to time, asserted intellectual property-related claims against us, including claims for alleged patent infringement brought by non-practicing entities. Such claims may be made against our products and services, our customers' use of our products

and services, or a combination of our products and third-party products. We also may be subject to claims and indemnification obligations from customers and resellers with respect to third-party intellectual property rights pursuant to our agreements with them. If we refuse to indemnify or defend such claims, even in situations in which the third-party's allegations are meritless, then customers and resellers may refuse to do business with us.

Patent litigation is particularly common in our industry. We have been, and continue to be, in active patent litigations with non-practicing entities. While we vigorously defend our ability to compete in the marketplace, there is no guarantee that, in patent or other types of intellectual property litigation, we will prevail at trial or be able to settle at a reasonable cost. If a judge or jury were to find that our products infringe, we could be required to pay significant monetary damages and be subject to an injunction that could cause product shipment delays, require us to redesign our products, affect our ability to supply or service our customers, and/or require us to enter into compulsory royalty or licensing agreements.

We expect that companies in the enterprise storage and data management, cloud storage and cloud operations markets will increasingly be subject to infringement claims as the number of products and competitors in our industry segment grows and the functionality of products in different industry segments overlaps. Any such claims, and any such infringement claims discussed above, could be time consuming, result in costly litigation, cause suspension of product shipments or product shipment delays, require us to redesign our products, or require us to enter into royalty or licensing agreements,

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any of which could materially and adversely affect our operating results, financial condition and cash flows. Such royalty or licensing agreements, if required, may not be available on terms acceptable to us or at all.

We rely on software from third parties, and a failure to properly manage our use of third-party software could result in increased costs or loss of revenue.

Many of our products are designed to include software licensed from third parties. Such third-party software includes software licensed from commercial suppliers and software licensed under public or open source licenses. We have internal processes to manage our use of such third-party software. However, if we fail to adequately manage our use of third-party software, then we may be subject to copyright infringement or other third-party claims. If we are non-compliant with a license for commercial software, then we may be required to pay penalties or undergo costly audits pursuant to the license agreement. In the case of open-source software licensed under certain "copyleft" licenses, the license itself may require, or a court-imposed remedy for non-compliant use of the open source software may require, that proprietary portions of our own software be publicly disclosed or licensed. This Additionally, contract proposals, negotiations and software proposals are complex and frequently involve lengthy bidding and selection processes. We may not be able to negotiate extensions to our current third-party licenses when due for renewal or continue to secure such licenses under

commercially reasonable terms. Each of the foregoing could result in a loss of intellectual property rights, increased costs, damage to our reputation and/or a loss of revenue.

In addition, many of our products use open-source software. Such open-source software generally does not provide any warranty or contractual protection, and may be susceptible to attack from bad actors. Further, open-source software may contain vulnerabilities, which may or may not be known at the time of our inclusion of the software in a product. If a vulnerability in such software is successfully exploited, we could be subject to damages including remediation costs, reputational damage and lost revenues.

Our failure to adjust to emerging standards may harm our business.

Emerging standards may adversely affect the UNIX®, Windows® and World Wide Web server markets upon which we depend. For example, we provide our open access data retention solutions to customers within the financial services, healthcare, pharmaceutical and government market segments, industries that are subject to various evolving governmental regulations with respect to data access, reliability and permanence in the U.S. and in the other countries in which we operate. If our products do not meet and continue to comply with these evolving governmental regulations in this regard, customers in these market and geographical segments will not purchase our products, and we may not be able to expand our product offerings in these market and geographical segments at the rates which we have forecasted.

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Risks Related to Our Securities

Our stock price is subject to volatility.

Our stock price is subject to changes in recommendations or earnings estimates by financial analysts, changes in investors' or analysts' valuation measures for our stock, changes in our capital structure, including issuance of additional debt, changes in our credit ratings, our ability to pay dividends and to continue to execute our stock repurchase program as planned and market trends unrelated to our performance.

Our ability to pay quarterly dividends and to continue to execute our stock repurchase program as planned will be subject to, among other things, our financial condition and operating results, available cash and cash flows in the U.S., capital requirements, and other factors. Future dividends are subject to declaration by our Board of Directors, and our stock repurchase program does not obligate us to acquire any specific number of shares. However, if we fail to meet any investor expectations related to dividends and/or stock repurchases, the market price of our stock could decline significantly, and could have a material adverse impact on investor

confidence. Additionally, price volatility of our stock over a given period may cause the average price at which we repurchase our own stock to exceed the stock's market price at a given point in time.

Furthermore, speculation in the press or investment community about our strategic position, financial condition, results of operations or business can cause changes in our stock price. These factors, as well as general economic and political conditions and the timing of announcements in the public market regarding new products or services, product enhancements or technological advances by our competitors or us, and any announcements by us of acquisitions, major transactions, or management changes may adversely affect our stock price.

Our quarterly operating results may fluctuate materially, which could harm our common stock price.

Our operating results have fluctuated in the past and will continue to do so, sometimes materially. All of the matters discussed in this Risk Factors section could impact our operating results in any fiscal quarter or year. In addition to those matters, we face the following issues, which could impact our quarterly results:

- Seasonality, such as our historical seasonal decline in revenues in the first quarter of our fiscal year and seasonal increase in revenues in the fourth quarter of our fiscal year;
- Linearity, such as our historical intra-quarter customer orders and revenue pattern in which a disproportionate percentage of each quarter's total orders and related revenue occur in the last month of the quarter; and
- Unpredictability associated with larger scale enterprise software license agreements which generally take longer to negotiate and occur less consistently than other types of contracts, and for which revenue attributable to the software license component is typically recognized in full upon delivery.

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If our operating results fall below our forecasts and the expectations of public market analysts and investors, the trading price of our common stock may decline.

There are risks associated with our outstanding and future indebtedness.

As of April 28, 2023 April 26, 2024, we had $2.4 billion aggregate principal amount of outstanding indebtedness for our senior notes that mature at specific dates in calendar years 2024, 2025, 2027 and 2030. We may incur additional indebtedness in the future under existing credit facilities and/or enter into new financing arrangements. We may fail to pay these or additional future obligations, as and when required. Specifically, if we are unable to generate sufficient cash flows from operations or to borrow sufficient funds in the future to service or refinance our debt, our business, operating results, financial condition and cash flows will be harmed. Any downgrades from credit rating agencies such as Moody's Investors Service or Standard & Poor's Rating Services may adversely impact our ability to obtain additional financing or the terms of such financing and reduce the market capacity for our commercial paper. Furthermore, if prevailing interest rates or other factors result in higher interest rates upon any potential future financing, then interest expense related to the refinance indebtedness would increase.

In addition, all our debt and credit facility arrangements subject us to continued compliance with restrictive and financial covenants. If we do not comply with these covenants or otherwise default under the arrangements, we may be required to repay any outstanding amounts borrowed under these agreements. Moreover, compliance with these covenants may restrict our strategic or operational flexibility in the future, which could harm our business, operating results, financial condition and cash flows.

General Risks

Our business could be materially and adversely affected as a result of natural disasters, terrorist acts or other catastrophic events.

We depend on the ability of our personnel, inventories, equipment and products to move reasonably unimpeded around the world. Any political, military, terrorism, global trade, world health or other issue that hinders this movement or restricts the import or export of materials could lead to significant business disruptions. For example, in recent years, the COVID-19 pandemic impeded the mobility of our personnel, inventories, equipment and products and disrupted our business operations. Furthermore, any economic failure or other material disruption caused by natural disasters, including fires, floods, droughts, hurricanes, earthquakes, and volcanoes; power loss or shortages; environmental disasters; telecommunications or business information systems failures or break-ins and similar events could also adversely affect our ability to conduct business. As a result of climate change, we expect the frequency and impact of such natural disasters or

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other material disruptions to increase. If such disruptions result in cancellations of customer orders or contribute to a general decrease in economic activity or corporate spending on IT, or directly impact our marketing, manufacturing, financial and logistics functions, or impair our ability to meet our customer demands, our operating results and financial condition could be materially adversely affected. Our headquarters is located in Northern California, an area susceptible to earthquakes and wildfires. If any significant disaster were to occur there, our ability to operate our business and our operating results, financial condition and cash flows could be adversely impacted.

We could be subject to additional income tax liabilities.

Our effective tax rate is influenced by a variety of factors, many of which are outside of our control. These factors include among other things, fluctuations in our earnings and financial results in the various countries and states in which we do business, changes to the tax laws in such jurisdictions and the outcome of income tax audits. Changes to any of these factors could materially impact our operating results, financial condition and cash flows.

We receive significant tax benefits from sales to our non-U.S. customers. These benefits are contingent upon existing tax laws and regulations in the U.S. and in the countries in which our international operations are located. Future changes in domestic or international tax laws and regulations or a change in how we manage our international operations could adversely affect our ability to continue realizing these tax benefits.

Many countries around the world are beginning to implement legislation and other guidance to align their international tax rules with the Organisation Organization for Economic Co-operation and Development's Base Erosion and Profit Shifting recommendations Project ("BEPS") recommendation and related action plans that aim to standardize and modernize global corporate tax policy, including changes to cross-border tax, transfer-pricing transfer pricing documentation rules and nexus-based tax incentive practices. As a result, many of these changes, if enacted in whole or in part, could increase our worldwide effective tax rate and harm our operating results, result, financial condition, and cash flows. Implementation of the BEPS inclusive framework ("Inclusive Framework"), including potential incremental taxes under a new global minimum tax framework known as Pillar Two, is effective in most jurisdictions for fiscal years beginning on or after January 1, 2024. The first fiscal year for which NetApp will be potentially subject to additional taxes under the Inclusive Framework is fiscal year 2025.

Our effective tax rate could also be adversely affected by changes in tax laws and regulations and interpretations of such laws and regulations, which in turn would negatively impact our earnings and cash and cash equivalent balances we currently maintain. Additionally, our effective tax rate could also be adversely affected if there is a change in international operations, our tax structure and how our operations are managed and structured, and as a result, we could experience harm to our operating results and financial condition. For example, on August 16, 2022, the U.S. enacted the Inflation Reduction Act, which includes a corporate minimum tax

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and a 1% excise tax on net stock repurchases. We continue to evaluate the impacts of changes in tax laws and regulations on our business.

We are routinely subject to income tax audits in the U.S. and several foreign tax jurisdictions. If the ultimate determination of income taxes or at-source withholding taxes assessed under these audits results in amounts in excess of the tax provision we have recorded or reserved for, our operating results, financial condition and cash flows could be adversely affected.

Item 1B. *Unresolved Staff Comments*

Not applicable.

Item 1C. *Cybersecurity*

Risk Management and Strategy

The Company regularly assesses risks from cybersecurity threats, monitors its information systems for potential vulnerabilities, and tests those systems pursuant to the Company's cybersecurity policies, standards, processes and practices, which are integrated into the Company's overall risk management system. To protect the Company's information systems from cybersecurity threats, the Company uses various security technologies and tools that help the Company identify, escalate, investigate, manage, resolve and recover from security incidents in a timely manner. These efforts include:

- ongoing collection of threat intelligence and environment awareness through monitoring,
- data protection management and vulnerability monitoring through data loss prevention and exfiltration tools,
- cybersecurity risk management processes and practices,
- control assurance,
- secure development of new products,

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- identity and access management,
- incident response, auditing and monitoring, and
- maintaining a 24x7 security operations center to allow for always available incident response.

The Company takes a risk-based approach to cybersecurity and has implemented cybersecurity policies throughout its operations that are designed to address cybersecurity threats and incidents. In particular, the Company follows an incident escalation process that is incorporated into our incident and risk management processes. In the event we identify a cybersecurity incident, our senior management, consisting of the Chief Financial Officer, Chief Security Officer (CSO), and Chief Legal Officer, review the facts and circumstances involved in such cybersecurity incident, or series of related cybersecurity incidents.

The Company partners with third parties to assess the effectiveness of our cybersecurity prevention and response systems and processes, including third-party review of the Company's Information Security Management System for ISO 27001 controls, assessment of the Company's cloud products and managed services according to the American Institute of CPAs (AICPA) Service Organization Control (SOC) Audit Type II, and new product validation as part of the Company's secure development lifecycle. The Company additionally engages third-party providers in support of endpoint detection and responses, data loss prevention efforts, and incident management efforts.

To date, the Company is not aware of cybersecurity threats, including as a result of any previous cybersecurity incidents, that have materially affected or are reasonably likely to materially affect the Company, including its business strategy, results of operations or financial condition. For additional discussion of cybersecurity risks and potential related impacts on the Company, refer to the risk factors in Part I, Item 1A. "Risk Factors," including "If a material cybersecurity or other security breach impacts our services or occurs on our systems, within our supply chain, or on our end-user customer systems, or if stored data is improperly accessed, customers may reduce or cease using our solutions, our reputation may be harmed and we may incur significant liabilities."

Governance

Our Board of Directors oversees the Company's risk management process, including cybersecurity risks, directly and through its committees. The Audit Committee of the Board of Directors oversees the Company's risk management program, which focuses on the most significant risks the Company faces in the short-, intermediate-, and long-term timeframes. The Company's CSO regularly updates each of the Board of Directors and the Audit Committee at least twice a year. Such updates include a review of cybersecurity risks affecting the company, related metrics, and any incidents or issues that require attention from the Board of Directors.

The CSO provides leadership, strategic direction, and oversight for NetApp's Global Security Risk and Compliance functions and security program. Global Security executives oversee management of risks and track projects progress, remediations, and any issues related to cybersecurity risks.

NetApp's CSO, in coordination with the Chief Information Security Officer (CISO) is responsible for leading the assessment and management of cybersecurity risks. The current CSO and CISO each have over 30 years of experience in IT and information security.

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The CSO and CISO stay informed on information security risks through regular meetings on key cybersecurity projects and KPIs. Updates are communicated to the Global Security Steering Committee, which provides quarterly reports to the Board of Directors and to the Audit Committee.

Item 2. *Properties*

We owned or leased, domestically and internationally, the following properties as of April 28, 2023 April 26, 2024.

We own approximately 0.8 million square feet of facilities in Research Triangle Park (RTP), North Carolina. In addition, we own 65 acres of undeveloped land. The RTP site supports research and development, global services and sales and marketing.

We own approximately 0.7 million square feet of facilities in Bangalore, India on 14 acres of land. The Bangalore site supports research and development, marketing and global services.

We lease approximately 0.3 million square feet of office space for our corporate headquarters located in San Jose, California. The San Jose site supports research and development, corporate general administration, sales and marketing, global services and operations.

We lease approximately 1.3 million 1.2 million square feet in other sales offices and research and development facilities throughout the U.S. and internationally. We expect that our existing facilities and those being developed worldwide are suitable and adequate for our requirements over at least the next two years.

Item 3. *Legal Proceedings*

For a discussion of legal proceedings, see Note 17 – Commitments and Contingencies of the Notes to Consolidated Financial Statements. Statements included in Part II, Item 8 of this Annual Report on Form 10-K, which is incorporated herein by reference.

Item 4. *Mine Safety Disclosures*

Not applicable.

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PART II

Item 5. ***Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities***

The Company's common stock is traded on the NASDAQ Stock Market LLC (NASDAQ) under the symbol NTAP.

Price Range of Common Stock

The price range per share of common stock presented below represents the highest and lowest intraday sales prices for the Company's common stock on the NASDAQ during each quarter of our two most recent fiscal years.

	Fiscal 2023		Fiscal 2022		Fiscal 2024		Fiscal 2023	
	High	Low	High	Low	High	Low	High	Low
First Quarter	$ 76.73	$ 61.26	$ 84.19	$ 73.30	$ 80.53	$ 61.54	$ 76.73	$ 61.26
Second Quarter	$ 79.09	$ 60.56	$ 94.69	$ 78.05	$ 80.02	$ 71.25	$ 79.09	$ 60.56
Third Quarter	$ 75.19	$ 58.08	$ 96.81	$ 82.50	$ 91.76	$ 70.82	$ 75.19	$ 58.08
Fourth Quarter	$ 69.75	$ 59.74	$ 96.82	$ 58.83	$ 112.48	$ 83.80	$ 69.75	$ 59.74

Holders

As of May 31, 2023 May 30, 2024 there were approximately 443 418 holders of record of our common stock.

Dividends

The Company paid cash dividends of $0.50 per outstanding common share in each quarter of fiscal 2024, 2023 and fiscal 2022 for an aggregate of $416 million, $432 million and $446 million, respectively, and $0.48 per outstanding common share in each quarter of fiscal 2021 for an aggregate of $427 million. respectively. In the first quarter of fiscal 2024, 2025, the Company declared a cash dividend of $0.50 $0.52 per share of common stock, payable on July 26, 2023 July 24, 2024 to shareholders of record as of the close of business on July 7, 2023 July 5, 2024.

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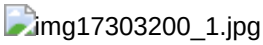
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Performance Graph

The following graph shows a comparison of cumulative total shareholder return, calculated on a dividend reinvested basis, of an investment of $100 for the Company, the S&P 500 Index, the S&P 500 Information Technology Index and the S&P 1500 Technology Hardware & Equipment Index for the five years ended April 28, 2023 April 26, 2024. The comparisons in the graphs below are based upon historical data and are not indicative of, nor intended to forecast, future performance of our common stock. The graph and related information shall not be deemed “soliciting material” or be deemed to be “filed” with the SEC, nor shall such information be incorporated by reference into any past or future filing with the SEC, except to the extent that such filing specifically states that such graph and related information are incorporated by reference into such filing.

COMPARISON OF FIVE YEAR CUMULATIVE TOTAL RETURN

Among NetApp, Inc., the S&P 500 Index, the S&P 500 Information Technology Index and the S&P 1500 Technology Hardware & Equipment Index*



*$100 invested on April 27, 2018 April 26, 2019 in stock or index, including reinvestment of dividends. Data points are the last day of each fiscal year for the Company’s common stock and each of the indexes.

	Apri l 2018	Apri l 2019	Apri l 2020	Apri l 2021	Apri l 2022	Apri l 2023	April 2019	April 2020	April 2021	April 2022	April 2023	April 2024
	1	1		1	1	1						
	0	0	6	2	2	0						
	0.	9.	7.	1.	2.	8.						
	0	0	7	7	2	2						
NetApp, Inc.	$ 0	$ 9	$ 7	$ 9	$ 6	$ 9	$ 100.00	$ 62.12	$ 111.64	$ 112.07	$ 99.26	$ 163.77
	1	1	1	1	1	1						
	0	1	1	6	6	7						
	0.	2.	0.	5.	6.	0.						
	0	3	5	7	1	5						
S&P 500 Index	$ 0	$ 3	$ 8	$ 5	$ 0	$ 3	$ 100.00	$ 98.44	$ 147.55	$ 147.87	$ 151.80	$ 188.57

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	1	1	1	2	2	2						
	0	2	3	2	2	4						
S&P 500	0.	1.	9.	2.	6.	4.						
Information	0	8	7	2	4	7						
Technology Index	$ 0	$ 8	$ 2	$ 4	$ 5	$ 5	$ 100.00	$ 114.63	$ 182.34	$ 185.80	$ 200.80	$ 281.12
	1	1	1	2	2	3						
S&P 1500	0	2	4	4	8	0						
Technology	0.	2.	0.	9.	3.	0.						
Hardware &	0	5	0	1	4	9						
Equipment Index	$ 0	$ 0	$ 8	$ 0	$ 4	$ 1	$ 100.00	$ 114.36	$ 203.35	$ 231.39	$ 245.65	$ 260.23

We believe that a number of factors may cause the market price of our common stock to fluctuate significantly. See Item 1A. – Risk Factors.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The following table provides information with respect to the shares of common stock repurchased by us during the three months ended April 28, 2023 April 26, 2024:

Period	Total Number of Shares Purchased (Shares in thousands)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program (Shares in thousands)	Approximate Dollar Value of Shares That May Yet Be Purchased Under The Repurchase Program (Dollars in millions)
January 28, 2023 - February 24, 2023	417	$ 66.89	358,124	$ 524
February 25, 2023 - March 24, 2023	698	$ 63.11	358,822	$ 480
March 25, 2023 - April 28, 2023	1,222	$ 63.85	360,044	$ 402

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Total	2,337	$	65.09

Period	Total Number of Shares Purchased (Shares in thousands)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program (Shares in thousands)	Approximate Dollar Value of Shares That May Yet Be Purchased Under The Repurchase Program (Dollars in millions)
January 27, 2024 - February 23, 2024	322	$ 87.64	370,887	$ 574
February 24, 2024 - March 22, 2024	323	$ 97.82	371,210	$ 542
March 23, 2024 - April 26, 2024	389	$ 103.09	371,599	$ 502
Total	1,034	$ 96.63		

In May 2003, our Board of Directors approved a stock repurchase program. As of April 28, 2023 April 26, 2024, our Board of Directors had authorized the repurchase of up to $15.1 billion $16.1 billion of our common stock, and on May 26, 2023 May 23, 2024, authorized an additional $1.0 billion. Since inception of the program through April 28, 2023 April 26, 2024, we repurchased a total of 360 million 372 million shares of our common stock for an aggregate purchase price of $14.7 billion $15.6 billion. Under this program, we may purchase shares of our outstanding common stock through solicited or unsolicited transactions in the open market, in privately negotiated transactions, through accelerated share repurchase programs, pursuant to a Rule 10b5-1 plan or in such other manner as deemed appropriate by our management. The stock repurchase program may be suspended or discontinued at any time.

Item 6. ***[Reserved]***

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Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following discussion of our financial condition and results of operations should be read together with the financial statements and the accompanying notes set forth under Part II, Item 8. – Financial Statements and Supplementary Data. The following discussion also contains trend information and other forward-looking statements that involve a number of risks and uncertainties. The Risk Factors set forth in Part I, Item 1A. – Risk Factors are hereby incorporated into the discussion by reference.

Executive Overview

Our Company

NetApp is makes data infrastructure intelligent by combining unified data storage, integrated data services, and CloudOps solutions. We create silo-free infrastructure, and harness observability and artificial intelligence to enable seamless data management across environments to help our customers achieve their business priorities. No matter the data type, workload, or environment, with NetApp customers can modernize their data infrastructure and better leverage their data to accelerate innovation, improve operations, and drive competitive advantage.

Our unified data storage delivers flexibility by enabling customers to store any data type and power any workload, simply and consistently on a global cloud-led, data-centric software company that empowers customers with hybrid multicloud single storage operating system, optimized for cloud and flash. As the only enterprise-grade storage service natively embedded in the world's largest clouds, our data storage powers any data across AWS, Microsoft Azure, and Google Cloud. Our integrated data services enable active data management through superior data security, protection, governance, and sustainability. Our CloudOps solutions built for a better future. Building on more than three decades of innovation, we give customers the freedom to manage enable adaptive operations across infrastructure, applications, and data across hybrid multicloud environments. NetApp delivers value in simplicity, security, savings, and sustainability with automation and optimization for IT teams to thrive on premises, in the clouds, and everywhere in between. We are a proven leader in all-flash storage with the only storage OS natively available on the biggest clouds, and we believe we provide industry-leading protection and security, and innovative CloudOps services.

In a world of hybrid multicloud complexity, we envision a better IT experience—an evolved cloud state where on-premises and cloud environments are united as one. We build solutions that drive faster innovation wherever our customers' data and applications live, with unified management and AI-driven optimization, giving organizations the freedom to do what's best for today's business and the flexibility to adapt for tomorrow. Our infrastructure, data, and application services are hybrid multicloud by design to deliver a unified experience that is integrated with the rich services of our cloud partners. teams.

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Our operations are organized into two segments: Hybrid Cloud and Public Cloud.

Hybrid Cloud offers a unified data storage portfolio of storage management and infrastructure solutions that help customers recast modernize their traditional data centers into modern data centers with centers. With the power of the cloud. Our hybrid on-premises, private cloud portfolio is designed and public cloud capabilities to operate assist customers in modernizing applications with public clouds to unlock the potential of hybrid, multi-cloud operations. We offer a broad portfolio of cloud-connected all-flash, hybrid-flash, single solution that supports file, block, and object storage, systems, powered by intelligent we deliver a data management software. infrastructure solution for all environments and workloads. Our Hybrid Cloud portfolio supports structured and unstructured data with unified storage optimized for flash, disk, and cloud storage to handle data-intensive workloads and applications. Hybrid Cloud is composed of software, hardware, and related support, as well as professional and other services.

Public Cloud offers a portfolio of products delivered primarily as-a-service, including related support. This portfolio includes cloud storage and data CloudOps services. As the only provider of enterprise-grade storage services and cloud operations services. Our enterprise-class solutions and services enable customers to control and manage storage natively embedded in the world's largest public cloud consume high-performance storage services for primary workloads, providers, NetApp helps organizations harness the power of their data and optimize cloud environments for cost applications. NetApp's CloudOps solutions leverage AI to maximize productivity across infrastructure and efficiency. applications, boost team productivity, and reduce operations costs. These solutions and services are generally available on the leading public clouds, including Amazon AWS**,** Microsoft Azure, and Google Cloud Platform.

Global Business Environment

Macroeconomic Conditions

Continuing global economic uncertainty, political conditions and fiscal challenges in the U.S. and abroad have resulted and may continue to result in adverse macroeconomic conditions, including inflation, rising interest rates, foreign exchange volatility, slower growth and possibly a recession. In particular, in fiscal 2023, 2024, we experienced continued to experience a weakened demand environment, characterized by cloud optimizations and increased budget scrutiny, which resulted in smaller deal sizes, longer selling cycles, and delays the delay of some deals.

If these macroeconomic uncertainties persist or worsen in fiscal 2024, 2025, we may observe a further reduction in customer demand for our offerings, which could impact our operating results.

Supply Chain

Supply chain constraints, particularly which substantially began to impact us in the first half of fiscal 2023, led to higher elevated product component and freight costs in fiscal 2023 compared to fiscal 2022. Supply chain constraints also delayed our ability to fulfill certain customer orders during the first half of fiscal 2023. Comparatively, the supply chain substantially improved during fiscal 2024, resulting in lower costs.

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Financial Results and Key Performance Metrics Overview

The following table provides an overview of key financial metrics for each of the last three fiscal years (in millions, except per share amounts and percentages):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Net revenues	$ 6,362	$ 6,318	$ 5,744	$ 6,268	$ 6,362	$ 6,318
Gross profit	$ 4,209	$ 4,220	$ 3,815	$ 4,433	$ 4,209	$ 4,220
Gross profit margin percentage	66 %	67 %	66 %			
Gross margin				71 %	66 %	67 %
Income from operations	$ 1,018	$ 1,157	$ 1,031	$ 1,214	$ 1,018	$ 1,157
Income from operations as a percentage of net revenues	16 %	18 %	18 %	19 %	16 %	18 %
(Benefit) provision for income taxes	$ (208)	$ 158	$ 232			
Provision (benefit) for income taxes				$ 277	$ (208)	$ 158
Net income	$ 1,274	$ 937	$ 730	$ 986	$ 1,274	$ 937
Diluted net income per share	$ 5.79	$ 4.09	$ 3.23	$ 4.63	$ 5.79	$ 4.09
Net cash provided by operating activities	$ 1,107	$ 1,211	$ 1,333	$ 1,685	$ 1,107	$ 1,211

	April 28, 2023	April 29, 2022
Deferred revenue and financed unearned services revenue	$ 4,313	$ 4,232

	April 26, 2024	April 28, 2023
Deferred revenue and financed unearned services revenue	$ 4,234	$ 4,313

- *Net revenues*: Our net revenues increased decreased approximately 1% in fiscal 2023 2024 compared to fiscal 2022, 2023, due to an increase a decrease in services product revenues, primarily driven partially offset by an

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increase in public cloud services revenues.

- *Gross profit margin percentage: margin:* Our gross profit margin as a increased five percentage of net revenues decreased less than one percentage point points in fiscal 2023 2024 compared to fiscal 2022 primarily 2023, due to the decrease increase in gross profit margins on product revenues.
- *Income from operations as a percentage of net revenues:* Our income from operations as a percentage of net revenues decreased increased by two three percentage points in fiscal 2023 2024 compared to fiscal 2022, 2023, primarily due to a slightly lower higher gross profit margin percentage and an increase in restructuring charges. margin.
- *(Benefit) provision Provision (benefit) for income taxes:* We had a provision from income taxes in fiscal 2024, compared to a benefit from income taxes in fiscal 2023, compared to a provision for income taxes in fiscal 2022, due to a discrete tax benefit of $524 million in fiscal 2023 that resulted from an intra-entity asset transfer of certain intellectual property.
- *Net income and Diluted net income per share:* The increase decrease in both net income and diluted net income per share in fiscal 2023 2024 compared to fiscal 2022 2023 reflect the factors discussed above. Higher Lower net income and increased share repurchases in fiscal 2023 2024 compared to fiscal 2022 favorably 2023 unfavorably impacted diluted net income per share.

Stock Repurchase Program and Dividend Activity

During fiscal 2023, 2024, we repurchased approximately 13 million 12 million shares of our common stock at an average price of $66.42 $77.87 per share, for an aggregate purchase price of $850 million $900 million. We also declared aggregate cash dividends of $2.00 per share in fiscal 2023, 2024, for which we paid a total of $432 million.

Acquisition

On May 20, 2022, we acquired all the outstanding shares of privately-held Instaclustr US Holding, Inc. (Instaclustr), a leading platform provider of fully managed open-source database, pipeline and workflow applications delivered as a service, for approximately $498 million $416 million.

Restructuring Events

During fiscal 2023, 2024, we executed several two restructuring plans and recognized expenses totaling $120 million $44 million consisting primarily of employee severance-related costs and lease termination costs.

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Results of Operations

Our fiscal year is reported on a 52- or 53-week year that ends on the last Friday in April. An additional week is included in the first fiscal quarter approximately every six years to realign fiscal months with calendar months. Fiscal years 2024, 2023 which ended on April 28, 2023, and fiscal 2022, which ended on April 26, 2024, April 28, 2023 and April 29, 2022, were both, respectively, are all 52-week years. Fiscal 2021, which ended on April 30, 2021 was a 53-week year, years, with 14 weeks included in its first quarter and 13 weeks in each subsequent quarter. of their quarters. Unless otherwise stated, references to particular years, quarters, months and periods refer to our fiscal years ended in April and the associated quarters, months and periods of those fiscal years.

The following table sets forth certain Consolidated Statements of Income data as a percentage of net revenues for the periods indicated:

	Fiscal Year			Fiscal Year		
	2023	2022	2021	2024	2023	2022
Revenues:						
Product	48%	52%	52%	45%	48%	52%
Services	52	48	48	55	52	48
Net revenues	100	100	100	100	100	100
Cost of revenues:						
Cost of product	24	25	25	18	24	25
Cost of services	10	9	9	11	10	9
Gross profit	66	67	66	71	66	67
Operating expenses:						
Sales and marketing	29	29	30	29	29	29
Research and development	15	14	15	16	15	14
General and administrative	4	4	4	5	4	4
Restructuring charges	2	1	1	1	2	1
Acquisition-related expense	—	—	—	—	—	—
Gain on sale or derecognition of assets	—	—	(3)			
Total operating expenses	50	48	48	51	50	48
Income from operations	16	18	18	19	16	18
Other income (expense), net	1	(1)	(1)	1	1	(1)
Income before income taxes	17	17	17	20	17	17
(Benefit) provision for income taxes	(3)	3	4			
Provision (benefit) for income taxes				4	(3)	3
Net income	20%	15%	13%	16%	20%	15%

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Percentages may not add due to rounding

Discussion and Analysis of Results of Operations

Net Revenues (in millions, except percentages):

	Fiscal Year				
	2023	2022	% Change	2021	% Change
Net revenues	$ 6,362	$ 6,318	1 %	$ 5,744	10 %

	Fiscal Year				
	2024	2023	% Change	2022	% Change
Net revenues	$ 6,268	$ 6,362	(1)%	$ 6,318	1 %

The decrease in net revenues for fiscal 2024 compared to fiscal 2023 was due to a decrease in product revenues partially offset by an increase in services revenues. Product revenues as a percentage of net revenues decreased by approximately three percentage points in fiscal 2024 compared to fiscal 2023, while services revenues as a percentage of net revenues increased by approximately three percentage points.

The increase in net revenues for fiscal 2023 compared to fiscal 2022 was due to an increase in services revenue partially offset by a decrease in product revenues. Product revenues as a percentage of net revenues decreased by approximately four percentage points in fiscal 2023 compared to fiscal 2022, while services revenues as a percentage of net revenues increased by approximately four percentage points. Fluctuations in foreign currency exchange rates adversely impacted net revenues percent growth by approximately four percentage points in fiscal 2023 compared to fiscal 2022.

The increase in net revenues for fiscal 2022 compared to fiscal 2021 was due to an increase in both product revenues and services revenues, with revenues increasing despite the additional week in fiscal 2021. Product revenues and services revenues as a percentage of net revenues both remained relatively consistent in fiscal 2022 compared to fiscal 2021.

Sales through our indirect channels represented 78% 76%, 77% 78% and 77% of net revenues in fiscal 2024, 2023 2022 and 2021, 2022, respectively.

The following customers, each of which is a distributor, accounted for 10% or more of net revenues:

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	Fiscal Year		
	2023	2022	2021
Arrow Electronics, Inc.	24%	24%	24%
Tech Data Corporation	21%	21%	20%

	Fiscal Year		
	2024	2023	2022
Arrow Electronics, Inc.	22%	24%	24%
TD Synnex Corporation (previously presented as Tech Data Corporation)	22%	21%	21%

Product Revenues (in millions, except percentages):

	Fiscal Year					Fiscal Year				
	2023	2022	% Change	2021	% Change	2024	2023	% Change	2022	% Change
Product revenues	**$ 3,049**	**$ 3,284**	**(7)%**	**$ 2,929**	**10%**	**$ 2,849**	**$ 3,049**	**(7)%**	**$ 3,284**	**(7)%**
Hardware (Non-GAAP)	1,251	1,358	(8)%	1,251	—%	1,251	1,251	—%	1,358	(8)%
Software (Non-GAAP)	1,798	1,926	(7)%	1,678	15%	1,598	1,798	(11)%	1,926	(7)%

Hybrid Cloud

Product revenues are derived through the sale of our Hybrid Cloud solutions and consist of sales of configured all-flash array systems (including All-Flash FAS A-Series and QLC-Flash FAS) All-Flash FAS C-Series with capacity flash) and hybrid systems, which are bundled hardware and software products, as well as add-on flash, disk and/or hybrid storage and related OS, StorageGrid, OEM products, NetApp HCI and add-on optional software.

In order to provide visibility into the value created by our software innovation and R&D investment, we disclose the software and hardware components of our product revenues. Software product revenues includes the OS software and optional add-on software solutions attached to our systems across our entire product set, while hardware product revenues include the non-software component of our systems across the entire set. Because our revenue recognition policy under GAAP defines a configured storage system, inclusive of the operating system software essential to its functionality, as a single performance obligation, the hardware and software components of our product revenues are considered non-GAAP

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measures. The hardware and software components of our product revenues are derived from an estimated fair value allocation of the transaction price of our contracts with customers, down to the level of the product hardware and software components. This allocation is primarily based on the contractual prices at which NetApp has historically billed customers for such respective components.

Total product revenues decreased in fiscal 2024 compared to fiscal 2023, primarily due to lower sales of hybrid systems due to softening customer demand, partially offset by an increase in sales of C-Series all-flash array systems.

Total product revenues decreased in fiscal 2023 compared to fiscal 2022, primarily due to lower sales of all flash A-Series all-flash array systems, as a result of softening customer demand. Product revenues were also unfavorably impacted by foreign exchange rate fluctuations. These decreases were partially offset by an increase in sales of hybrid systems.

Total product revenues increased in fiscal 2022 compared to fiscal 2021, primarily driven by an increase in sales of all-flash array systems and, to a lesser extent, an increase in sales of StorageGrid, partially offset by a decrease in sales of NetApp HCI. Supply chain challenges related to the COVID-19 pandemic impeded our ability to fulfill certain customer orders in fiscal 2022, particularly in the fourth quarter.

Revenues from the hardware component of product revenues represented 41% 44%, 41% and 45% 41% of product revenues in fiscal 2024, 2023 2022 and 2021, 2022, respectively. The software component of product revenues represented 59% 56%, 59% and 55% 59% of product revenues in fiscal 2024, 2023 and 2022, and 2021, respectively. The decrease in the software component percentage of product revenues in fiscal 2024 as compared to fiscal 2023 was primarily due to the mix of systems sold. The software component percentage of product revenues remained relatively flat in fiscal 2023 as compared to fiscal 2022 despite the decrease in sales of A-Series all-flash array systems, which contain a higher proportion of software components than other Hybrid Cloud products, primarily due to the mix of other Hybrid Cloud products sold. The increase in the software component percentage of product revenues in fiscal 2022 is primarily due to a higher mix of all-flash array systems sales.

Services Revenues (in millions, except percentages):

	Fiscal Year					Fiscal Year				
	2023	2022	% Change	2021	% Change	2024	2023	% Change	2022	% Change
Services revenues	**$ 13,34**	**$ 34,03**	**9%**	**$ 53,03**	**10%**	**$ 3,419**	**$ 3,313**	**3%**	**$ 3,034**	**9%**
Support	2,419	2,344	3%	2,277	3%	2,488	2,419	3%	2,344	3%
Professional and other services	319	294	9%	276	6%	320	319	—%	294	9%

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	57	39		19						
Public cloud	5	6	45%	9	99%	611	575	6%	396	45%

Hybrid Cloud

Hybrid Cloud services revenues are derived from the sale of: (1) support, which includes both hardware and software support contracts (the latter of which entitle customers to receive unspecified product upgrades and enhancements, bug fixes and patch releases), and (2) professional and other services, which include customer education and training.

Support revenues increased in fiscal 2024 compared to fiscal 2023 as a result of a higher aggregate support contract value for our installed base.

Support revenues increased in fiscal 2023 compared to fiscal 2022, despite the unfavorable impact from foreign exchange rate fluctuations, primarily due to a higher aggregate support contract value for our installed base in the current year.

Support revenues increased in during fiscal 2022 compared to fiscal 2021, despite an extra week in the first quarter of fiscal 2021 that contributed approximately $40 million of additional revenues in that period, primarily due to a higher aggregate support contract value for our installed base in fiscal 2022 compared to fiscal 2021. 2023.

Professional and other services revenues increased remained relatively flat in fiscal 2024 compared to fiscal 2023. The increase in fiscal 2023 compared to fiscal 2022 was primarily due to an increase in other services revenues. The increase in fiscal 2022 compared to fiscal 2021 was primarily due to an increase in demand from increased product sales.

Public Cloud

Public Cloud revenues are derived from the sale of public cloud offerings delivered primarily as-a-service, which include cloud storage and data services, and cloud operations services.

Public Cloud revenues increased in fiscal 2023 2024 and fiscal 2022 2023 compared to the respective prior years primarily due to growing customer demand for NetApp's diversified cloud offerings, coupled with overall growth in the cloud market, and the market. The acquisitions of Instaclustr early in the first quarter of fiscal 2023 and CloudCheckr, Inc. (CloudCheckr) in the third quarter of fiscal 2022. The acquisition of Spot, Inc. (Spot) late in the first quarter of fiscal 2021 2022 also contributed to the increase in Public Cloud revenues in fiscal 2022 2023 compared to fiscal 2021. 2022.

Revenues by Geographic Area:

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	Fiscal Year			Fiscal Year		
	2023	2022	2021	2024	2023	2022
United States, Canada and Latin America (Americas)	53%	55%	54%	51%	51%	53%
Europe, Middle East and Africa (EMEA)	33%	31%	31%	34%	34%	32%
Asia Pacific (APAC)	14%	14%	15%	15%	15%	15%

Percentages may not add due to rounding

Effective in fiscal 2024, management began evaluating revenues by geographic region based on the location to which products and services are delivered, rather than based on the location from which the customer relationship is managed. Prior year numbers have been recast to conform to the current year presentation.

Americas revenues consist of sales to Americas commercial and United States (U.S.) public sector markets. During Demand across geographies was relatively consistent in fiscal 2023, 2024 compared to fiscal 2023. Americas revenues were negatively impacted by adverse macroeconomic conditions which resulted in a weakened demand environment. Demand across geographies was relatively consistent environment in fiscal 2022 2023 compared to fiscal 2021.2022, which continued into fiscal 2024.

Cost of Revenues

Our cost of revenues consists of:

(1) cost of product revenues, composed of (a) cost of Hybrid Cloud product revenues, which includes the costs of manufacturing and shipping our products, inventory write-downs, and warranty costs, and (b) unallocated cost of product revenues, which includes stock-based compensation and amortization of intangibles, and;

(2) cost of services revenues, composed of (a) cost of support revenues, which includes the costs of providing support activities for hardware and software support, global support partnership programs, and third party royalty costs, (b) cost of professional and other services revenues, (c) cost of public cloud revenues, constituting the cost of providing our Public Cloud offerings which includes depreciation and amortization expense and third party datacenter fees, and (d) unallocated cost of services revenues, which includes stock-based compensation and amortization of intangibles.

Cost of Product Revenues (in millions, except percentages):

Fiscal Year					Fiscal Year				
2023	2022	% Change	2021	% Change	2024	2023	% Change	2022	% Change

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Cost of product revenues	**1,5 $ 17**	**1,5 $ 54**	**(2)%**	**1,4 $ 32**	**9%**	**$ 1,137**	**$ 1,517**	**(25)%**	**$ 1,554**	**(2)%**
	1,5	1,5		1,4						
Hybrid Cloud	11	41	(2)%	02	10%	1,131	1,511	(25)%	1,541	(2)%
Unallocated	6	13	(54)%	30	(57)%	6	6	—%	13	(54)%

Hybrid Cloud

Cost of Hybrid Cloud product revenues represented 50% 40%, 47% 50% and 47% of Hybrid Cloud product revenues in fiscal 2024, 2023 2022 and 2021, 2022, respectively. Materials costs represented 94% 88%, 93% 94% and 91% 93% of cost of Hybrid Cloud product revenues in fiscal 2024, 2023 and 2022, respectively.

Materials costs decreased by approximately $418 million in fiscal 2024 compared to fiscal 2023 reflecting lower component and 2021, respectively. freight costs as a result of supply chain improvements. Materials costs were also impacted by the decrease in product revenues in fiscal 2024.

Hybrid Cloud gross margins increased by approximately ten percentage points in fiscal 2024 compared to fiscal 2023 primarily due to lower component and freight costs.

Materials costs were approximately flat in fiscal 2023 compared to fiscal 2022 reflecting the decrease in product revenues, offset by higher component and freight costs as a result of supply chain challenges.

Hybrid Cloud product gross margins decreased by approximately three percentage points in fiscal 2023 compared to fiscal 2022 primarily due to higher component and freight costs and the adverse impacts of fluctuations in foreign currency exchange rates.

Materials costs increased by approximately $156 million in fiscal 2022 compared to fiscal 2021 reflecting the increase in product revenues in fiscal 2022, the mix of systems sold, and higher component and freight costs as a result of COVID-19 related supply chain challenges. Excess and obsolete inventory reserves were lower in fiscal 2022 compared to fiscal 2021.

Hybrid Cloud product gross margins remained relatively flat in fiscal 2022 compared to fiscal 2021 despite the increase in component and freight costs, which were offset primarily by a higher mix of all-flash array systems sales, which have higher margins than hybrid systems.

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Unallocated

Unallocated cost of product revenues remained relatively flat in fiscal 2024 compared to fiscal 2023 while they decreased in fiscal 2023 and compared to fiscal 2022 compared to the respective prior year periods due to certain intangible assets becoming fully amortized.

Cost of Services Revenues (in millions, except percentages):

	Fiscal Year					Fiscal Year				
	2023	2022	% Change	2021	% Change	2024	2023	% Change	2022	% Change
Cost of services revenues	**63** **$ 6**	**54** **$ 4**	**17 %**	**49** **$ 7**	**9 %**	**$ 698**	**$ 636**	**10 %**	**$ 544**	**17 %**
Support	18 1	18 4	(2)%	20 1	(8)%	195	181	8 %	184	(2)%
Professional and other services	21 1	20 5	3 %	20 6	— %	243	211	15 %	205	3 %
Public cloud	18 4	11 8	56 %	65	82 %	203	184	10 %	118	56 %
Unallocated	60	37	62 %	25	48 %	57	60	(5)%	37	62 %

Hybrid Cloud

Cost of Hybrid Cloud services revenues, which are composed of the costs of support and professional and other services, increased slightly in fiscal 2024 and fiscal 2023 compared to fiscal 2022 and decreased the respective prior years reflecting the increase in fiscal 2022 compared to fiscal 2021. Hybrid Cloud services revenues. Cost of Hybrid Cloud services revenues represented 14% 16%, 15% 14% and 16% 15% of Hybrid Cloud services revenues in fiscal 2024, 2023 2022 and 2021, 2022, respectively.

Hybrid Cloud support gross margins were relatively consistent similar in fiscal 2024, fiscal 2023 and fiscal 2022. Hybrid Cloud professional and other services gross margins decreased by approximately ten percentage points in fiscal 2024 compared to fiscal 2022, 2023 while they increased by one percentage point in fiscal 2022 compared to fiscal 2021 due to growth in support revenues achieved with a consistent cost base.

Public Cloud

Cost of Public Cloud revenues increased in fiscal 2023 and in fiscal 2022 compared to the respective prior years, reflecting the ongoing growth in Public Cloud revenues in each period. Public Cloud gross margins decreased by two approximately four percentage points in fiscal 2023 compared to fiscal 2022 primarily due to the mix of offerings services provided.

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Public Cloud

Cost of Public Cloud revenues increased in fiscal 2024 and in fiscal 2023 compared to the respective prior years, reflecting the increase in Public Cloud revenues in each period. Public Cloud gross margins increased decreased by three one percentage point in fiscal 2024 and two percentage points in fiscal 2022 2023 compared to fiscal 2021, reflecting efficiencies from scaling our Public Cloud segment.the respective prior years primarily due to the mix of offerings provided.

Unallocated

Unallocated cost of services revenues decreased in fiscal 2024 compared to fiscal 2023 due to certain intangible assets becoming fully amortized during the first quarter of fiscal 2024. Unallocated cost of services revenues increased in fiscal 2023 and in fiscal 2022 compared to the respective prior years, fiscal 2023 due to our acquisitions of Instaclustr early in the first quarter of fiscal 2023 and CloudCheckr in the third quarter of fiscal 2022, which resulted in higher amortization expense from acquired intangible assets.

Operating Expenses

Sales and Marketing, Research and Development and General and Administrative Expenses

Sales and marketing, research and development, and general and administrative expenses for fiscal 2024 totaled $3,165 million, or 50% of net revenues, representing an increase of two percentage points compared to fiscal 2023.

Sales and marketing, research and development, and general and administrative expenses for fiscal 2023 totaled $3,050 million, or 48% of net revenues, relatively consistent with fiscal 2022. While fluctuations in foreign currency exchange rates adversely impacted net revenues in fiscal 2023 compared to fiscal 2022, they favorably impacted sales and marketing, research and development and general and administrative expenses by approximately 3% in fiscal 2023.

Sales and marketing, research and development, and general and administrative expenses for fiscal 2022 totaled $3,017 million, or 48% of net revenues, representing a decrease of two percentage points compared to fiscal 2021.

Compensation costs represent the largest component of operating expenses. Included in compensation costs are salaries, benefits, other compensation-related costs, stock-based compensation expense and employee incentive compensation plan costs.

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Total compensation costs included in sales and marketing, research and development and general and administrative expenses increased by $115 million, or 6%, during fiscal 2024 compared to fiscal 2023, primarily due to higher incentive compensation expense reflecting higher operating performance against goals. The increase was partially offset by lower salaries expense, reflecting a decrease in average headcount of 7%.

Total compensation costs included in sales and marketing, research and development and general and administrative expenses increased by $101 million, or 6%, during fiscal 2023 compared to fiscal 2022, primarily due to higher salaries, benefits and stock-based compensation expense, reflecting an increase in average headcount of 8%. The increase was partially offset by lower incentive compensation expense.

Total compensation costs included in operating expenses increased by $74 million, or 4%, during fiscal 2022 compared to fiscal 2021, primarily due to higher salaries, benefits and stock-based compensation expenses, reflecting a 3% increase in average headcount. This increase was partially offset by lower incentive compensation expense. Total compensation costs for fiscal 2021 includes the impact of an additional week in the first quarter of fiscal 2021.

Sales and Marketing (in millions, except percentages):

	Fiscal Year				
	2023	2022	% Change	2021	% Change
Sales and marketing expenses	$ 1,829	$ 1,857	(2)%	$ 1,744	6%

	Fiscal Year				
	2024	2023	% Change	2022	% Change
Sales and marketing expenses	$ 1,828	$ 1,829	—%	$ 1,857	(2)%

Sales and marketing expenses consist primarily of compensation costs, commissions, outside services, facilities and IT support costs, advertising and marketing promotional expense and travel and entertainment expense. The changes in sales and marketing expenses consisted of the following (in percentage points of the total change):

	Fiscal 2023 to Fiscal 2022	Fiscal 2022 to Fiscal 2021
Compensation costs	2	4
Commissions	(3)	1
Advertising and marketing promotional expense	(2)	—
Travel and entertainment	1	1
Total change	(2)	6

	Fiscal 2024 to Fiscal 2023	Fiscal 2023 to Fiscal 2022
Compensation costs	—	2

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Commissions	—	(3)
Advertising and marketing promotional expense	—	(2)
Travel and entertainment	—	1
Total change	—	(2)

All primary components of sales and marketing expenses were relatively consistent in fiscal 2024 compared to fiscal 2023.

The increase in compensation costs for fiscal 2023 compared to fiscal 2022 reflected an increase in average headcount of approximately 6%. The impact of the increase in headcount was partially offset by lower incentive compensation expense and the impact of foreign exchange rate fluctuations.

The increase in compensation costs in fiscal 2022 compared to fiscal 2021 reflected an increase in average headcount of approximately 5%, partially offset by the impact of one less week in fiscal 2022.

The decrease in commissions expense for fiscal 2023 compared to fiscal 2022 was primarily due to lower performance against sales goals. The increase in commissions expense in fiscal 2022 primarily reflected the increase in the average headcount of our sales team compared to fiscal 2021, partially offset by slightly lower attainment against sales goals than in fiscal 2021.

Advertising and marketing promotional expense decreased in fiscal 2023 compared to fiscal 2022, primarily due to lower spending on certain marketing programs.

Travel and entertainment expense increased in fiscal 2023 and compared to fiscal 2022, compared to the respective prior years, as COVID-19 related travel restrictions eased.

Research and Development (in millions, except percentages):

	Fiscal Year				
	2023	2022	% Change	2021	% Change
Research and development expenses	$ 956	$ 881	9 %	$ 881	— %

	Fiscal Year				
	2024	2023	% Change	2022	% Change

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Research and development expenses	$ 1,029	$ 956	8 %	$ 881	9 %

Research and development expenses consist primarily of compensation costs, facilities and IT support costs, depreciation, equipment and software related costs, prototypes, non-recurring engineering charges and other outside services costs. Changes in research and development expense expenses consisted of the following (in percentage points of the total change):

	Fiscal 2023 to Fiscal 2022	Fiscal 2022 to Fiscal 2021	Fiscal 2024 to Fiscal 2023	Fiscal 2023 to Fiscal 2022
Compensation costs	8	(1)	8	8
Development projects and outside services	1	1	—	1
Total change	9	—	8	9

The increase in compensation costs for fiscal 2024 compared to fiscal 2023 was due to higher incentive compensation expense and stock-based compensation expense, partially offset by lower salaries expense, reflecting a decrease in average headcount of 5%.

The increase in compensation costs for fiscal 2023 compared to fiscal 2022 was primarily attributable to an increase in average headcount of 11%. The impact of the increase in headcount was partially offset by lower incentive compensation expense and the impact of foreign exchange rate fluctuations. The increase in development projects and outside services for fiscal 2023 compared to fiscal 2022 was primarily due to the higher spending on certain engineering projects.

The decrease in compensation costs for fiscal 2022 compared to fiscal 2021 was primarily due to lower incentive compensation expense, while average headcount was relatively consistent in each period. Compensation costs for fiscal 2022 also reflected the impact of one less week in fiscal 2022. The increase in development projects and outside services during fiscal 2022 compared to fiscal 2021 was primarily due to the higher spending on certain engineering projects.

General and Administrative (in millions, except percentages):

	Fiscal Year				
	2023	2022	% Change	2021	% Change
General and administrative expenses	$ 265	$ 279	(5)%	$ 257	9 %

	Fiscal Year				
	2024	2023	% Change	2022	% Change
General and administrative expenses	$ 308	$ 265	16 %	$ 279	(5)%

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General and administrative expenses consist primarily of compensation costs, professional and corporate legal fees, outside services and facilities and IT support costs. Changes in general and administrative expense consisted of the following (in percentage points of the total change):

	Fiscal 2023 to Fiscal 2022	Fiscal 2022 to Fiscal 2021	Fiscal 2024 to Fiscal 2023	Fiscal 2023 to Fiscal 2022
Compensation costs	(1)	4	14	(1)
Professional and legal fees and outside services	1	4	1	1
Facilities and IT support costs	(5)	(1)	—	(5)
Other	—	2	1	—
Total change	(5)	9	16	(5)

The increase in compensation costs in fiscal 2024 compared to fiscal 2023 was attributable to increases in all components of compensation costs, but primarily incentive compensation expense. The increase in professional and legal fees and outside services expense in fiscal 2024 was primarily due to higher spending on certain business transformation projects.

The decrease in compensation costs in fiscal 2023 compared to fiscal 2022 was primarily attributable to lower incentive compensation expense, partially offset by the increase in salaries and stock-based compensation expenses. The increases in professional and legal fees and outside services expense in fiscal 2023 were primarily due to higher spending on certain business transformation projects. The decrease in facilities and IT support costs in fiscal 2023 was primarily related to lower spending for certain IT projects.

The increase in compensation costs in fiscal 2022 compared to fiscal 2021 were primarily attributable to a 4% increase in average headcount and higher stock-based compensation expense, which was partially offset by lower incentive compensation expense and the impact of one less week in fiscal 2022. The increases in professional and legal fees and outside services expense in fiscal 2022 were primarily due to higher spending on business transformation projects and an increase in legal fees. The decreases in facilities and IT support costs were primarily due to lower spending levels on IT projects.

Restructuring Charges (in millions, except percentages):

	Fiscal Year				
	2023	2022	% Change	2021	% Change
Restructuring charges	$ 120	$ 33	264%	$ 42	(21)%

	Fiscal Year				
	2024	2023	% Change	2022	% Change

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Restructuring charges	$ 44	$ 120	(63)%	$ 33	264%	

In an effort to reduce our cost structure and redirect resources to our highest return activities, in fiscal 2024, 2023 2022 and 2021, 2022, we initiated a number of business realignment plans designed to streamline our business and focus on key strategic opportunities. These plans resulted in aggregate reductions of our global workforce of approximately 2% in fiscal 2024, 9% in fiscal 2023, and 1% in fiscal 2022, and 6% in fiscal 2021, and aggregate charges of $44 million, $120 million, $33 million and $42 million $33 million, respectively, consisting primarily of employee severance severance-related costs. The Additionally, the aggregate charges for fiscal 2024 included optimization of our global office space for our hybrid work model, while the aggregate charges in fiscal 2023 and fiscal 2022 also included legal and tax-related consulting fees associated with the establishment of an international headquarters in Cork, Ireland. See Note 12 – Restructuring Charges of the Notes to Consolidated Financial Statements included in Part II, Item 8 for more details regarding our restructuring plans.

Acquisition-related Expense (in millions, except percentages):

	Fiscal Year				
	2023	2022	% Change	2021	% Change
Acquisition-related expense	$ 21	$ 13	62%	$ 16	(19)%

	Fiscal Year				
	2024	2023	% Change	2022	% Change
Acquisition-related expense	$ 10	$ 21	(52)%	$ 13	62%

We incurred $21 million $10 million, $13 million $21 million and $16 million $13 million of acquisition-related expenses, primarily consisting of legal and consulting fees, in fiscal 2024, fiscal 2023 and fiscal 2022, and fiscal 2021, respectively, associated with our acquisition acquisitions and subsequent integration of Instaclustr, CloudCheckr and Spot, respectively.

Gain on Sale or Derecognition of Assets (in millions, except percentages):

	Fiscal Year				
	2023	2022	% Change	2021	% Change
Gain on sale or derecognition of assets	$ —	$ —	—	$ (156)	(100)%

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In April 2021, we sold certain land and buildings located in Sunnyvale, California with an aggregate net book value of $210 million and received cash proceeds of $365 million, resulting in a gain, net of direct selling cost, and adjusted for below-market rent, of $156 million. integrations.

Other Income (Expense), Net (in millions, except percentages)

The components of other income (expense), net were as follows:

	Fiscal Year					Fiscal Year				
	2023	2022	% Change	2021	% Change	2024	2023	% Change	2022	% Change
Interest income	$ 69	$ 7	886%	$ 9	(22)%	$ 112	$ 69	62%	$ 7	886%
Interest expense	(67)	(73)	(8)%	(74)	(1)%	(64)	(67)	(4)%	(73)	(8)%
Other, net	46	4	NM	(4)	NM	1	46	NM	4	NM
Total	$ 48	$ (62)	NM	$ (69)	NM	$ 49	$ 48	NM	$ (62)	NM

NM - Not Meaningful

Interest income increased in fiscal 2024 and fiscal 2023 compared to fiscal 2022 previous years was primarily due to higher yields earned on our cash and investments. Interest income decreased during fiscal 2022 and fiscal 2021 compared to the respective prior years due to both a reduction in the size of our investment portfolio and lower yields earned on the investments.

Interest expense decreased in fiscal 2024 and fiscal 2023 compared to fiscal 2022 previous years due to the extinguishment of certain senior notes in the second quarter of fiscal 2023. Interest expense remained flat in fiscal 2022 compared to fiscal 2021 as the aggregate principal amount of our outstanding Senior Notes remained consistent.

Other, net for fiscal 2023 includes $22 million of other income for non-refundable, up-front payments from customers in Russia for support contracts, which we were not able to fulfill due to imposed sanctions and for which we have no remaining legal obligation to perform. Other, net for fiscal 2023 also includes a $32 million gain recognized on our sale of a minority equity interest in a privately held company for proceeds of approximately $59 million. The remaining differences in Other, net for fiscal 2024 compared to fiscal 2023, as and for fiscal 2023 compared to fiscal 2022, are primarily due to differences in foreign exchange gains and losses year-over-year. The differences in Other, net during each fiscal 2022 as compared to fiscal 2021 are partially due to foreign exchange gains and losses year-over-year. In fiscal 2021, other, net includes a $6 million gain recognized on our sale of a minority equity interest in a privately held company for proceeds of

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approximately $8 million. This benefit was more than offset by a $14 million loss recognized from the extinguishment of our Senior Notes due June 2021 in the first quarter of fiscal 2021.year.

Provision (Benefit) for Income Taxes (in millions, except percentages):

	Fiscal Year				
	2023	2022	% Change	2021	% Change
Provision for income taxes	$ (208)	$ 158	(232)%	$ 232	(32)%

	Fiscal Year				
	2024	2023	% Change	2022	% Change
Provision (benefit) for income taxes	$ 277	$ (208)	(233)%	$ 158	(232)%

Our effective tax rate for fiscal 2023 2024 was 21.9% compared to (19.5)% compared to in fiscal 2023 and 14.4% in fiscal 2022, 2022. The differences in the effective tax rates between fiscal years were primarily due to fiscal 2023 benefits resulting from an intra-entity asset transfer of certain IP, partially offset by discrete tax expense recorded as a result of the Danish Supreme Court ruling received January 9, 2023.

During the second quarter of fiscal 2023, we completed an intra-entity asset transfer of certain IP to our international headquarters (the “IP Transfer”). The transaction resulted in a step-up of tax-deductible basis in the transferred assets, and accordingly, created a temporary difference where the tax basis exceeded the financial statement basis of such intangible assets, which resulted in the recognition of a discrete tax benefit and related deferred tax asset of $524 million during the second quarter of fiscal 2023. Management applied significant judgment when determining the fair value of the IP, which serves as the tax basis of the deferred tax asset. With the assistance of third-party valuation specialists, the fair value of the IP was determined principally based on the present value of projected cash flows related to the IP which reflects management’s assumptions regarding projected revenues, earnings before interest and taxes, and a

discount rate. The tax-deductible amortization related to the transferred IP rights will be recognized in future periods and any amortization that is unused in a particular year can be carried forward indefinitely. The deferred tax asset and the tax benefit were measured based on the enacted tax rates expected to apply in the years the asset is expected to be realized. We expect to realize the deferred tax asset resulting from the IP Transfer and will assess the realizability of the deferred tax asset quarterly. Any Organisation for Economic Co-operation and Development’s (“OECD”) actions adopted internationally could impact our financial results in future periods. The impact of the transaction to net cash provided by or used in

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operating, investing and financing activities on the condensed consolidated statements of cash flows during fiscal 2023 was not material.

During the third quarter of fiscal 2023, the Danish Supreme Court issued a non-appealable ruling on the distributions declared in 2005 and 2006. The Danish Supreme Court reversed the lower court's decision and ruled the 2005 dividend was subject to at-source dividend withholding tax while the smaller 2006 distribution would not be subject to withholding tax. We During fiscal 2023, we recorded $69 million of tax expense, which includes $23 million of withholding tax (which we paid in fiscal 2023) and $46 million of interest (which is included in accrued expenses in our consolidated balance sheet as of the end of fiscal 2023), associated with the Danish Supreme Court ruling as a discrete item during the third quarter of fiscal 2023.interest.

Our effective tax rate for fiscal 2022 was lower than the prior year primarily due to the inclusion of one-time benefits related to the prepayment of certain intercompany expenses. Additionally, the fiscal 2021 tax provision included the impact of taxes resulting from the integration of certain acquired companies.

Liquidity, Capital Resources and Cash Requirements

(In millions, except percentages)	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Cash, cash equivalents and short-term investments	$ 3,070	$ 4,134	$ 3,252	$ 3,070
Principal amount of debt	$ 2,400	$ 2,650	$ 2,400	$ 2,400

The following is a summary of our cash flow activities:

(In millions)	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2024	Fiscal Year 2023
Net cash provided by operating activities	$ 1,107	$ 1,211	$ 1,685	$ 1,107
Net cash used in investing activities	(1,390)	(561)	(735)	(1,390)
Net cash used in financing activities	(1,513)	(1,017)	(1,344)	(1,513)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1)	(49)	(19)	(1)
Net change in cash, cash equivalents and restricted cash	$ (1,797)	$ (416)	$ (413)	$ (1,797)

As of April 28, 2023 April 26, 2024, our cash, cash equivalents and short-term investments totaled $3.1 billion $3.3 billion, reflecting a decrease an increase of $1.1 billion $0.2 billion from April 29, 2022 April 28, 2023. The decrease increase was primarily due to $850 million $1.7 billion of cash generated from operating activities, partially offset by $900 million used to repurchase shares of our common stock, $432 million $416 million used for the payment of dividends, $239

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million and $155 million in purchases of property and equipment, a $250 million repayment of our Senior Notes due December 2022, and $491 million, net of cash acquired, used for the acquisition of a privately-held company, partially offset by $1.1 billion of cash from operating activities. equipment. Net working capital was $1.2 billion $791 million as of April 28, 2023 April 26, 2024, a reduction of $779 million $422 million when compared to April 29, 2022 April 28, 2023, primarily due to the decrease in cash, cash equivalents and short-term investments discussed above. reclassification of $400 million principal amount of our senior notes from long-term to current liabilities.

Cash Flows from Operating Activities

During fiscal 2024, we generated cash from operating activities of $1.7 billion, reflecting net income of $1.0 billion which was increased for non-cash depreciation and amortization expense of $255 million and non-cash stock-based compensation expense of $357 million.

Significant changes in assets and liabilities during fiscal 2024 included the following:

- *Accounts payable* increased by $123 million, primarily reflecting the timing of inventory purchases from, and payments to, our contract manufacturers.
- *Accrued expenses* increased by $113 million, primarily due to higher employee compensation accruals as of the end of fiscal 2024 compared to fiscal 2023 related to incentive compensation and commissions plans.

During fiscal 2023, we generated cash from operating activities of $1.1 billion, reflecting net income of $1.3 billion which was reduced by $606 million for non-cash deferred tax benefits and increased for non-cash depreciation and amortization expense of $248 million and non-cash stock-based compensation expense of $312 million.

Significant changes in assets and liabilities during fiscal 2023 included the following:

- *Accounts receivable* decreased $260 million, reflecting lower billing in the fourth quarter of fiscal 2023 compared to the fourth quarter of fiscal 2022.

- *Accounts payable* decreased by $207 million, primarily reflecting lower inventory purchases, and the timing of those purchases from, and payments to, our contract manufacturers.
- *Accrued expenses* decreased by $103 million, primarily due to employee compensation payments related to fiscal 2022 incentive compensation and commissions plans.

During fiscal 2022, we generated cash from operating activities of $1.2 billion, reflecting net income of $937 million, adjusted by non-cash depreciation and amortization of $194 million and non-cash stock-based compensation expense of $245 million.

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Significant changes in assets and liabilities during fiscal 2022 included the following:

- *Accounts receivable* increased $313 million, primarily reflecting less favorable shipping linearity in the fourth quarter of fiscal 2022 compared to the fourth quarter of fiscal 2021.
- *Deferred revenue and financed unearned services* increased by $384 million, due to an increase in the aggregate contract value under software and hardware support contracts, primarily reflecting a higher mix of all-flash systems which carry a higher support dollar content than our other products.
- *Accounts payable* increased by $181 million, primarily due to higher inventory purchase levels in fiscal 2022, and the timing of inventory purchases during the fourth quarter of each year.
- *Accrued expenses* decreased by $111 million, primarily reflecting a reduction of income tax liabilities, and a decrease in accruals for incentive compensation and commissions plans.

We expect that cash provided by operating activities may materially fluctuate in future periods due to a number of factors, including fluctuations in our operating results, shipping linearity, accounts receivable collections performance, inventory and supply chain management, vendor payment initiatives, and the timing and amount of compensation, income taxes and other payments.

Cash Flows from Investing Activities

During fiscal 2024, we used $580 million for the purchases of investments, net of maturities and sales, and $155 million for capital expenditures.

During fiscal 2023, we used $719 million for the purchases of investments, net of maturities and sales, paid $491 million, net of cash acquired, for a privately-held company and $239 million for capital expenditures. Additionally, we received proceeds of $59 million from the sale of one of our minority investments in fiscal 2023.

During fiscal 2022, we generated $45 million primarily from maturities of investments in available-for-sale securities, net of purchases, and paid $226 million for capital expenditures. We paid $380 million, net of cash acquired, for three privately-held companies.

Cash Flows from Financing Activities

During fiscal 2024, cash flows used in financing activities totaled $1.3 billion and include $900 million for the repurchase of approximately 12 million shares of common stock, and $416 million for the payment of dividends.

During fiscal 2023, cash flows used in financing activities totaled $1.5 billion and include $850 million for the repurchase of approximately 13 million shares of common stock, $432 million for the payment of dividends and $250 million to redeem our Senior Notes due in December 2022.

During fiscal 2022, cash flows used in financing activities totaled $1.0 billion and included $600 million for the repurchase of approximately seven million shares of common stock and $446 million for the payment of dividends.

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Key factors that could affect our cash flows include changes in our revenue mix and profitability, our ability to effectively manage our working capital, in particular, accounts receivable, accounts payable and inventories, the timing and amount of stock repurchases and payment of cash dividends, the impact of foreign exchange rate changes, our ability to effectively integrate acquired products, businesses and technologies and the timing of repayments of our debt. Based on past performance and our current business outlook, we believe that our sources of liquidity, including cash, cash equivalents and short-term investments, cash generated from operations, and our ability to access capital markets and committed credit lines will satisfy our working capital needs, capital expenditures, investment requirements, stock repurchases, cash dividends, contractual obligations, commitments, principal and interest payments on our debt and other liquidity requirements associated with operations and meet our cash requirements for at least the next 12 months. months and thereafter for the foreseeable future. However, in the event our liquidity is insufficient, we may be required to curtail spending and implement additional cost saving measures and restructuring actions or enter into new financing arrangements. We cannot be certain that we will continue to generate cash flows at or above current levels or that we will be able to obtain additional financing, if necessary, on satisfactory terms, if at all. For further discussion of factors that could affect our cash flows and liquidity requirements, see Part I, Item 1A. Risk Factors.

Liquidity

Our principal sources of liquidity as of April 28, 2023 April 26, 2024 consisted of cash, cash equivalents and short-term investments, cash we expect to generate from operations, and our commercial paper program and related credit facility.

Cash, cash equivalents and short-term investments consisted of the following (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Cash and cash equivalents	$ 2,316	$ 4,112	$ 1,903	$ 2,316
Short-term investments	754	22	1,349	754
Total	$ 3,070	$ 4,134	$ 3,252	$ 3,070

As of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, $2.2 billion $2.1 billion and $2.3 billion $2.2 billion, respectively, of cash, cash equivalents and short-term investments were held by various foreign subsidiaries and were generally based in U.S. dollar-denominated holdings, while $0.9 billion $1.2 billion and $1.8 billion $0.9 billion, respectively, were available in the U.S.

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Our principal liquidity requirements are primarily to meet our working capital needs, support ongoing business activities, fund research and development, meet capital expenditure needs, invest in critical or complementary technologies through asset purchases and/or business acquisitions, service interest and principal payments on our debt, fund our stock repurchase program, and pay dividends, as and if declared. In the ordinary course of business, we engage in periodic reviews of opportunities to invest in or acquire companies or units in companies to expand our total addressable market, leverage technological synergies and establish new streams of revenue, particularly in our Public Cloud segment.

The principal objectives of our investment policy are the preservation of principal and maintenance of liquidity. We attempt to mitigate default risk by investing in high-quality investment grade securities, limiting the time to maturity and monitoring the counter-parties and underlying obligors closely. We believe our cash equivalents and short-term investments are liquid and accessible. We are not aware of any significant deterioration in the fair value of our cash equivalents or investments from the values reported as of April 28, 2023 April 26, 2024.

Our investment portfolio has been and will continue to be exposed to market risk due to trends in the credit and capital markets. We continue to closely monitor current economic and market events to minimize the market risk of our investment portfolio. We routinely monitor our financial exposure to both sovereign and non-sovereign borrowers and counterparties. We utilize a variety of planning and financing strategies in an effort to ensure our worldwide cash is available when and where it is needed. We also have an automatic shelf registration statement on file with the U.S. Securities and Exchange Commission (SEC). We may in the future offer an additional unspecified amount of debt, equity and other securities.

Senior Notes

The following table summarizes the principal amount of our Senior Notes as of April 28, 2023 April 26, 2024 (in millions):

	Amount
3.30% Senior Notes Due September 2024	$ 400
1.875% Senior Notes Due June 2025	750
2.375% Senior Notes Due June 2027	550
2.70% Senior Notes Due June 2030	700
Total	$ 2,400

Interest on the Senior Notes is payable semi-annually. For further information on the underlying terms, see Note 8 – Financing Arrangements of the Notes to Consolidated Financial Statements.

On September 15, 2022, we extinguished our 3.25% Senior Notes due December 2022 for an aggregate cash redemption price of $252 million, comprised of the principal and unpaid interest. Statements included in Part II, Item 8.

Commercial Paper Program and Credit Facility

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We have a commercial paper program (the Program) "Program"), under which we may issue unsecured commercial paper notes. Amounts available under the Program may be borrowed, repaid and re-borrowed, with the aggregate face or principal amount of the notes outstanding under the Program at any time not to exceed $1.0 billion. The maturities of the notes can vary, but may not exceed 397 days from the date of issue. The notes are sold under customary terms in the commercial paper market and may be issued at a discount from par or, alternatively, may be sold at par and bear interest at rates dictated by market conditions at the time of their issuance. The proceeds from the issuance of the notes are used for general corporate purposes. No commercial paper notes were outstanding as of April 28, 2023 April 26, 2024.

In connection with the Program, we have a senior unsecured credit agreement with a syndicated group of lenders. The credit agreement, which was amended in May 2023 primarily to replace the London Interbank Offered Rate (LIBOR) with the Secured Overnight Financing Rate (SOFR) as the basis for establishing the interest rate applicable to certain borrowings under the agreement, provides for a $1.0 billion revolving unsecured credit facility, with a sublimit of $50 million available for the issuance of letters of credit on our behalf. The credit facility matures on January 22, 2026, with an option for us to extend the maturity date for two additional 1-year periods, subject to certain conditions. The proceeds of the loans may be used by us for general corporate purposes and as liquidity support for our existing commercial paper program. As of April 28, 2023 April 26, 2024, we were compliant with all associated covenants in the agreement. No amounts were drawn against this credit facility during any of the periods presented.

Capital Expenditure Requirements

We expect to fund our capital expenditures, including our commitments related to facilities, equipment, operating leases and internal-use software development projects over the next few years through existing cash, cash equivalents, investments and cash generated from operations. The timing and amount of our capital requirements cannot be precisely determined and will depend on a number of factors, including future demand for products, changes in the network storage industry, hiring plans and our decisions

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related to the financing of our facilities and equipment requirements. We anticipate capital expenditures for fiscal 2024 2025 to be between $175 million $150 million and $225 million $200 million.

Transition Tax Payments

The Tax Cuts and Jobs Act of 2017 imposed a mandatory, one-time transition tax on accumulated foreign earnings and profits that had not previously been subject to U.S. income tax. As of April 28, 2023 April 26, 2024, outstanding payments related to the transition tax are estimated to be approximately $303 million $215 million of which $88 million, $115 million

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and $100 million are expected to be paid during fiscal 2024, fiscal 2025 and fiscal 2026, respectively. During fiscal 2023, 2024, transition tax payments totaled $48 million $88 million. Our estimates for future transition tax payments, however, could change with further guidance or review from U.S. federal and state tax authorities or other regulatory bodies.

Dividends and Stock Repurchase Program

On May 26, 2023 May 23, 2024, we declared a cash dividend of $0.50 $0.52 per share of common stock, payable on July 26, 2023 July 24, 2024 to holders of record as of the close of business on July 7, 2023 July 5, 2024.

As of April 28, 2023 April 26, 2024, our Board of Directors had authorized the repurchase of up to $15.1 billion $16.1 billion of our common stock under our stock repurchase program. Under this program, we may purchase shares of our outstanding common stock through solicited or unsolicited transactions in the open market, in privately negotiated transactions, through accelerated share repurchase programs, pursuant to a Rule 10b5-1 plan or in such other manner as deemed appropriate by our management. The stock repurchase program may be suspended or discontinued at any time. Since the May 13, 2003 inception of this program through April 28, 2023 April 26, 2024, we repurchased a total of 360 million 372 million shares of our common stock at an average price of $40.89 $42.04 per share, for an aggregate purchase price of $14.7 billion $15.6 billion. As of April 28, 2023 April 26, 2024, the remaining authorized amount for stock repurchases under this program was $0.4 billion $0.5 billion. On May 26, 2023 May 23, 2024 our Board of Directors authorized the repurchase of an additional $1.0 billion of our common stock.

Purchase Commitments

In the ordinary course of business, we make commitments to third-party contract manufacturers and component suppliers to manage manufacturer lead times and meet product forecasts, and to other parties, to purchase various key components used in the manufacture of our products. In addition, we have open purchase orders and contractual obligations associated with our ordinary course of business for which we have not yet received goods or services. These off-balance sheet purchase commitments totaled $0.7 $0.8 billion at April 28, 2023 April 26, 2024, of which $0.5 billion $0.6 billion is due in fiscal 2024, 2025, with the remainder due thereafter.

Financing Guarantees

While most of our arrangements for sales include short-term payment terms, from time to time we provide long-term financing to creditworthy customers. We have generally sold receivables financed through these arrangements on a non-recourse basis to third party financing institutions within 10 days of the contracts' dates of execution, and we classify the proceeds from these sales as cash flows from operating activities in our consolidated statements of cash flows. We account for the sales of these receivables as "true sales" as defined in the accounting standards on transfers of financial assets, as we are considered to have surrendered control of these financing receivables. We sold $38 million $67 million and $59 million $38 million of receivables during fiscal 2023 2024 and 2022, 2023, respectively.

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In addition, we enter into arrangements with leasing companies for the sale of our hardware systems products. These leasing companies, in turn, lease our products to end-users. The leasing companies generally have no recourse to us in the event of default by the end-user.

Some of the leasing arrangements described above have been financed on a recourse basis through third-party financing institutions. Under the terms of recourse leases, which are generally three years or less, we remain liable for the aggregate unpaid remaining lease payments to the third-party leasing companies in the event of end-user customer default. These arrangements are generally collateralized by a security interest in the underlying assets. As of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, the aggregate amount by which such contingencies exceeded the associated liabilities was not significant. To date, we have not experienced significant losses under our lease financing programs or other financing arrangements.

We have entered into service contracts with certain of our end-user customers that are supported by third-party financing arrangements. If a service contract is terminated as a result of our non-performance under the contract or our failure to comply with the terms of the financing arrangement, we could, under certain circumstances, be required to acquire certain assets related to the service contract or to pay the aggregate unpaid payments under such arrangements. As of April 28, 2023 April 26, 2024, we have not been required to make any payments under these arrangements, and we believe the likelihood of having to acquire a material amount of assets or make

payments under these arrangements is remote. The portion of the financial arrangement that represents unearned services revenue is included in deferred revenue and financed unearned services revenue in our consolidated balance sheets.

Legal Contingencies

We are subject to various legal proceedings and claims which arise in the normal course of business. See further details on such matters in Note 17 – Commitments and Contingencies of the Notes to Consolidated Financial Statements. Statements included in Part II, Item 8.

Critical Accounting Policies and Estimates

Our consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America (GAAP), which require management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities, net revenues and expenses, and the disclosure of contingent assets and liabilities. Our estimates are based on historical experience and various other assumptions that we believe to be

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reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. We believe that the accounting estimates employed and the resulting balances are reasonable; however, actual results may differ from these estimates and such differences may be material.

The summary of significant accounting policies is included in Note 1 – Description of Business and Significant Accounting Policies of the Notes to Consolidated Financial Statements. Statements included in Part II, Item 8. An accounting policy is deemed to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, if different estimates reasonably could have been used, or if changes in the estimate that are reasonably possible could materially impact the financial statements. The accounting policies described below reflect the significant judgments, estimates and assumptions used in the preparation of the consolidated financial statements.

Revenue Recognition

Our contracts with customers often include the transfer of multiple products and services to the customer. In determining the amount and timing of revenue recognition, we assess which products and services are distinct performance obligations and allocate the transaction price, which may include fixed and/or variable amounts, among each performance obligation on a relative standalone selling price (SSP) basis. The following are the key estimates and assumptions and corresponding uncertainties included in this approach:

Key Estimates and Assumptions	Key Uncertainties
We evaluate whether products and services promised in our contracts with customers are distinct performance obligations that should be accounted for separately versus together.	In certain contracts, the determination of our distinct performance obligations requires significant judgment. As our business and offerings to customers change over time, the products and services we determine to be distinct performance obligations may change. Such changes may adversely impact the amount of revenue and gross margin we report in a particular period.
In determining the transaction price of our contracts, we estimate variable consideration based on the expected value, primarily relying on our history. In certain situations, we may also use the most likely amount as the basis of our estimate.	We may have insufficient relevant historical data or other information to arrive at an accurate estimate of variable consideration using either the “expected value” or “most likely amount” method. Additionally, changes in business practices, such as those related to sales returns or marketing programs, may introduce new forms of variable consideration, as well as more complexity and uncertainty in the estimation process.

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In contracts with multiple performance obligations, we establish SSPs based on the price at which products and services are sold separately. If SSPs are not observable through past transactions, we estimate them by maximizing the use of observable inputs including pricing strategy, market data, internally-approved pricing guidelines related to the performance obligations and other observable inputs.	As our business and offerings evolve over time, modifications to our pricing and discounting methodologies, changes in the scope and nature of product and service offerings and/or changes in customer segmentation may result in a lack of consistency, making it difficult to establish and/or maintain SSPs. Changes in SSPs could result in different and unanticipated allocations of revenue in contracts with multiple performance obligations. These factors, among others, may adversely impact the amount of revenue and gross margin we report in a particular period.

Inventory Valuation and Purchase Order Accruals

Inventories consist primarily of purchased components and finished goods and are stated at the lower of cost or net realizable value, which approximates actual cost on a first-in, first-out basis. A provision is recorded when inventory is determined to be in excess of anticipated demand or obsolete in order to adjust inventory to its estimated realizable value. The following are the key estimates and assumptions and corresponding uncertainties for estimating the value of our inventories:

Key Estimates and Assumptions	Key Uncertainties
We periodically perform an excess and obsolete analysis of our inventory. Inventories are written down based on excess and obsolete reserves determined primarily on assumptions about future demand forecasts and market conditions. At the point of the loss recognition, a new, lower cost basis for that inventory is established, and subsequent changes in facts and circumstances do not result in the restoration or increase in that newly established cost basis.	Although we use our best estimates to forecast future product demand, any significant unanticipated changes in demand, including due to macroeconomic uncertainties, or obsolescence related to technological developments, new product introductions, customer requirements, competition or other factors could have a significant impact on the valuation of our inventory. If actual market conditions are less favorable than

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do not result in the restoration or increase in that newly established cost basis.

those projected, additional write-downs and other charges against earnings that adversely impact gross margins may be required. If actual market conditions are more favorable, we may realize higher gross profits in the period when the written-down inventory is sold.

We are subject to a variety of environmental laws relating to the manufacture of our products. If there are changes to the current regulations, we may be required to make product design changes which may result in excess or obsolete inventory, which could adversely impact our operating results.

- We make commitments to our third-party contract manufacturers and other suppliers to manage lead times and meet product forecasts and to other parties to purchase various key components used in the manufacture of our products. We establish accruals for estimated losses on non-cancelable purchase commitments when we believe it is probable that the components will not be utilized in future operations.
- If the actual materials demand is significantly lower than our forecast, we may be required to increase our recorded liabilities for estimated losses on non-cancelable purchase commitments, including incremental commitments made in response to recent developments in the broader technology supply chain, which would adversely impact our operating results.

Goodwill and Purchased Intangible Assets

We allocate the purchase price of acquisitions to identifiable assets acquired and liabilities assumed at their acquisition date fair values based on established valuation techniques. Goodwill represents the residual value as of the acquisition date, which in most cases is measured as the excess of the purchase consideration transferred over the net of the acquisition date fair values of the assets acquired and liabilities assumed.

The carrying values of purchased intangible assets are reviewed whenever events and circumstances indicate that the net book value of an asset may not be recovered through expected future cash flows from its use and eventual disposition. We periodically review the estimated remaining useful lives of our intangible assets. This review may result in impairment charges or shortened useful lives, resulting in charges to our consolidated statements of income.

We review goodwill for impairment annually and whenever events or changes in circumstances indicate the carrying amount of one of our reporting units may exceed its fair value. The provisions of the accounting standard for goodwill allow us to first assess qualitative factors to determine whether it is necessary to perform the quantitative goodwill impairment test. For our annual goodwill impairment test in the fourth quarter of fiscal 2023, 2024, we performed a quantitative test and

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determined qualitative assessment of goodwill impairment by evaluating relevant factors to determine whether it is more likely than not that the fair value of each of our reporting units substantially exceeded its is less than their carrying amount, therefore, values. As a result of the qualitative assessment, we determined the quantitative test was not necessary and there was no impairment of goodwill.

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The following are the key estimates and assumptions and corresponding uncertainties for estimating the value of our goodwill and purchased intangible assets:

Key Estimates and Assumptions	Key Uncertainties
The assessment of fair value for goodwill and purchased intangible assets is based on factors that market participants would use in an orderly transaction in accordance with the accounting guidance for the fair value measurement of nonfinancial assets. The valuation of purchased intangible assets is principally based on estimates of the future performance and cash flows expected to be generated by the acquired assets from the acquired business.	While we employ experts to determine the acquisition date fair value of acquired intangibles, the fair values of assets acquired and liabilities assumed are based on significant management assumptions and estimates, which are inherently uncertain and highly subjective and as a result, actual results may differ from estimates. If different assumptions were to be used, it could materially impact the purchase price allocation. Volatile macroeconomic and market conditions have increased the level of uncertainty and subjectivity of certain management assumptions and estimates.

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- Evaluations of possible goodwill and purchased intangible asset impairment require us to make judgments and assumptions related to the allocation of our balance sheet and income statement amounts and estimate future cash flows and fair market values of our reporting units and assets.
- In response to changes in industry and market conditions, we could be required to strategically realign our resources and consider restructuring, disposing of, or otherwise exiting businesses, which could result in an impairment of goodwill or purchased intangible assets.

Assumptions and estimates about expected future cash flows and the fair values of our reporting units and purchased intangible assets are complex and subjective. They can be affected by a variety of factors, including external factors such as the adverse impact of unanticipated changes in macroeconomic conditions, and technological changes or new product introductions from competitors. They can also be affected by internal factors such as changes in business strategy or in forecasted product life cycles and roadmaps. Our ongoing consideration of these and other factors could result in future impairment charges or accelerated amortization expense, which could adversely affect our operating results.

Income Taxes

We are subject to income taxes in the United States and numerous foreign jurisdictions. We compute our provision for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities, and for operating losses and tax credit carryforwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax assets or liabilities are expected to be realized or settled. The Company records a valuation allowance to reduce deferred tax assets to the amount that is believed more likely than not to be realized.

The following are the key estimates and assumptions and corresponding uncertainties for our income taxes, including those specifically related to the intra-entity asset transfer of the IP to our international headquarters during fiscal 2023: taxes:

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Key Estimates and Assumptions	Key Uncertainties
Our income tax provision is based on existing tax law and advanced pricing agreements or letter rulings we have with various tax authorities.	Our provision for income taxes is subject to volatility and could be adversely impacted by future changes in existing tax laws, such as a change in tax rate, possible U.S. changes to the taxation of earnings of our foreign subsidiaries, and uncertainties as to future renewals of favorable tax agreements and rulings.
The determination of whether we should record or adjust a valuation allowance against our deferred tax assets is based on assumptions regarding our future profitability.	Our future profits could differ from current expectations resulting in a change to our determination as to the amount of deferred tax assets that are more likely than not to be realized. We could adjust our valuation allowance with a corresponding impact to the tax provision in the period in which such determination is made.
The estimates for our uncertain tax positions are based primarily on company specific circumstances, applicable tax laws, tax opinions from outside firms and past results from examinations of our income tax returns.	Significant judgment is required in evaluating our uncertain tax positions. Although we believe our reserves are reasonable, no assurance can be given that the final tax outcome or tax court rulings of these matters will not be different from that which is reflected in our historical tax provisions and accruals.

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- The assessment of the fair value of the IP transferred to our international headquarters is based on factors that market participants would use in an orderly transaction in accordance with the accounting guidance for the fair value measurement of nonfinancial assets and transfer pricing principles from the Organisation for Economic Co-operation and Development.
The valuation of our IP is principally based on the present value of projected cash flows related to the IP which reflects management's assumptions regarding projected revenues, earnings before interest and taxes, and a discount rate.

- While we employ experts to assist with the determination of the fair value of IP, its fair value is based on significant management assumptions and estimates, which are inherently uncertain and highly subjective, and as a result, actual results may differ from estimates. If different assumptions were to be used, it could materially impact the IP valuation. Volatile macroeconomic and market conditions have increased the level of uncertainty and subjectivity of certain management assumptions and estimates.

Item 7A. *Quantitative and Qualitative Disclosures about Market Risk*

We are exposed to market risk related to fluctuations in interest rates and foreign currency exchange rates. We use certain derivative financial instruments to manage foreign currency exchange risks. We do not use derivative financial instruments for speculative or trading purposes. All financial instruments are used in accordance with management-approved policies.

Interest Rate Risk

Fixed Income Investments — As of April 28, 2023 April 26, 2024, we had fixed income debt investments of $754 million $1.3 billion and certificates of deposit of $59 million $12 million. Our fixed income debt investment portfolio primarily consists of investments with original maturities greater than three months at the date of purchase, which are classified as available-for-sale investments. These fixed income debt investments, which consist primarily of corporate bonds and U.S. Treasury and government debt securities, and our certificates of deposit are subject to interest rate and interest income risk and will decrease in value if market interest rates increase. Conversely, declines in interest rates, including the impact from lower credit spreads, could have a material adverse impact on interest income for our investment portfolio. A hypothetical 100 basis point increase in market interest rates from levels as of April 28, 2023 April 26, 2024 would have resulted in a decrease in the fair value of our fixed-income securities of approximately $2 million $4 million. Volatility in market interest rates over time will cause variability in our interest income. We do not use derivative financial instruments in our investment portfolio.

Our investment policy is to limit credit exposure through diversification and investment in highly rated securities. We further mitigate concentrations of credit risk in our investments by limiting our investments in the debt securities of a single issuer and by diversifying risk across geographies and type of issuer. We actively review, along with our investment advisors, current investment ratings, company-specific events and general economic conditions in managing our investments and in determining whether there is a significant decline in fair value that is other-than-temporary. value. We monitor and evaluate our investment portfolio on a quarterly basis for any other-than-temporary impairments.

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Debt — As of April 28, 2023 April 26, 2024 we have outstanding $2.4 billion aggregate principal amount of Senior Notes. We carry these instruments at face value less unamortized discount and issuance costs on our consolidated balance sheets. Since these instruments

bear interest at fixed rates, we have no financial statement risk associated with changes in interest rates. However, the fair value of these instruments fluctuates when interest rates change. See Note 8 – Financing Arrangements of the Notes to Consolidated Financial Statements included in Part II, Item 8 for more information.

Credit Facility — We are exposed to the impact of changes in interest rates in connection with our $1.0 billion five-year revolving credit facility. Borrowings under the facility accrue interest at rates that vary based on certain market rates and our credit rating on our Senior Notes. Consequently, our interest expense would fluctuate with any changes in these market interest rates or in our credit rating if we were to borrow any amounts under the credit facility. As of April 28, 2023 April 26, 2024, no amounts were outstanding under the credit facility.

Foreign Currency Exchange Rate Risk

We hedge risks associated with certain foreign currency transactions to minimize the impact of changes in foreign currency exchange rates on earnings. We utilize foreign currency exchange forward contracts to hedge against the short-term impact of foreign currency fluctuations on certain foreign currency denominated monetary assets and liabilities. We also use foreign currency exchange forward contracts to hedge foreign currency exposures related to forecasted sales transactions denominated in certain foreign currencies. These derivatives are designated and qualify as cash flow hedges under accounting guidance for derivatives and hedging.

We do not enter into foreign currency exchange contracts for speculative or trading purposes. In entering into foreign currency exchange forward contracts, we have assumed the risk that might arise from the possible inability of counterparties to meet the terms of the contracts. We attempt to limit our exposure to credit risk by executing foreign currency exchange contracts with creditworthy multinational commercial banks. All contracts have a maturity of 12 months or less. See Note 11 – Derivatives and Hedging Activities of the Notes to Consolidated Financial Statements included in Part II, Item 8 for more information regarding our derivatives and hedging activities.

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Item 8. ***Financial Statements and Supplementary Data***

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NETAPP, INC.

CONSOLIDATED BALANCE SHEETS

(In millions, except par value)

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	April 28, 2023	April 29, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 2,316	$ 4,112
Short-term investments	754	22
Accounts receivable	987	1,230
Inventories	167	204
Other current assets	456	377
Total current assets	4,680	5,945
Property and equipment, net	650	602
Goodwill	2,759	2,346
Other intangible assets, net	181	142
Other non-current assets	1,548	991
Total assets	$ 9,818	$ 10,026
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 392	$ 607
Accrued expenses	857	925
Current portion of long-term debt	—	250
Short-term deferred revenue and financed unearned services revenue	2,218	2,171
Total current liabilities	3,467	3,953
Long-term debt	2,389	2,386
Other long-term liabilities	708	788
Long-term deferred revenue and financed unearned services revenue	2,095	2,061
Total liabilities	8,659	9,188
Commitments and contingencies (Note 17)		
Stockholders' equity:		
Preferred stock, $0.001 par value, 5 shares authorized; no shares issued or outstanding as of April 28, 2023 or April 29, 2022	—	—

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Common stock and additional paid-in capital, $0.001 par value, 885 shares authorized; 212 and 220 shares issued and outstanding as of April 28, 2023 and April 29, 2022, respectively	945	760
Retained earnings	265	122
Accumulated other comprehensive loss	(51)	(44)
Total stockholders' equity	1,159	838
Total liabilities and stockholders' equity	$ 9,818	$ 10,026

	April 26, 2024	April 28, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,903	$ 2,316
Short-term investments	1,349	754
Accounts receivable	1,007	987
Inventories	186	167
Other current assets	452	456
Total current assets	4,897	4,680
Property and equipment, net	604	650
Goodwill	2,759	2,759
Purchased intangible assets, net	124	181
Other non-current assets	1,503	1,548
Total assets	$ 9,887	$ 9,818
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 517	$ 392
Accrued expenses	1,013	857
Current portion of long-term debt	400	—
Short-term deferred revenue and financed unearned services revenue	2,176	2,218
Total current liabilities	4,106	3,467
Long-term debt	1,992	2,389
Other long-term liabilities	585	708
Long-term deferred revenue and financed unearned services revenue	2,058	2,095
Total liabilities	8,741	8,659

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Commitments and contingencies (Note 17)		
Stockholders' equity:		
Preferred stock, $0.001 par value, 5 shares authorized; no shares issued or outstanding as of April 26, 2024 or April 28, 2023	—	—
Common stock and additional paid-in capital, $0.001 par value, 885 shares authorized; 206 and 212 shares issued and outstanding as of April 26, 2024 and April 28, 2023, respectively	997	945
Retained earnings	208	265
Accumulated other comprehensive loss	(59)	(51)
Total stockholders' equity	1,146	1,159
Total liabilities and stockholders' equity	$ 9,887	$ 9,818

See accompanying notes to consolidated financial statements.

NETAPP, INC.

CONSOLIDATED STATEMENTS OF INCOME

(In millions, except per share amounts)

	Year Ended			Year Ended		
	April 28, 2023	**April 29, 2022**	**April 30, 2021**	**April 26, 2024**	**April 28, 2023**	**April 29, 2022**
Revenues:						

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Product	$ 3,049	$ 3,284	$ 2,991	$ 2,849	$ 3,049	$ 3,284
Services	3,313	3,034	2,753	3,419	3,313	3,034
Net revenues	6,362	6,318	5,744	6,268	6,362	6,318
Cost of revenues:						
Cost of product	1,517	1,554	1,432	1,137	1,517	1,554
Cost of services	636	544	497	698	636	544
Total cost of revenues	2,153	2,098	1,929	1,835	2,153	2,098
Gross profit	4,209	4,220	3,815	4,433	4,209	4,220
Operating expenses:						
Sales and marketing	1,829	1,857	1,744	1,828	1,829	1,857
Research and development	956	881	881	1,029	956	881
General and administrative	265	279	257	308	265	279
Restructuring charges	120	33	42	44	120	33
Acquisition-related expense	21	13	16	10	21	13
Gain on sale or derecognition of assets	—	—	(156)			
Total operating expenses	3,191	3,063	2,784	3,219	3,191	3,063
Income from operations	1,018	1,157	1,031	1,214	1,018	1,157
Other income (expense), net	48	(62)	(69)	49	48	(62)
Income before income taxes	1,066	1,095	962	1,263	1,066	1,095
(Benefit) provision for income taxes	(208)	158	232			
Provision (benefit) for income taxes				277	(208)	158
Net income	$ 1,274	$ 937	$ 730	$ 986	$ 1,274	$ 937
Net income per share:						
Basic	$ 5.87	$ 4.20	$ 3.29	$ 4.74	$ 5.87	$ 4.20
Diluted	$ 5.79	$ 4.09	$ 3.23	$ 4.63	$ 5.79	$ 4.09
Shares used in net income per share calculations:						
Basic	217	223	222	208	217	223
Diluted	220	229	226	213	220	229

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See accompanying notes to consolidated financial statements.

NETAPP, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In millions)

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Net income	$ 1,274	$ 937	$ 730	$ 986	$ 1,274	$ 937
Other comprehensive (loss) income:						
Other comprehensive loss:						
Foreign currency translation adjustments	(4)	(17)	15	(5)	(4)	(17)
Defined benefit obligations:						
Defined benefit obligation adjustments	(2)	3	(3)	(4)	(2)	3
Unrealized gains on available-for-sale securities:						
Unrealized holding losses arising during the period	—	(1)	—	—	—	(1)

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Unrealized (losses) gains on cash flow hedges:						
Unrealized holding (losses) gains arising during the period	(6)	8	(11)			
Reclassification adjustments for losses (gains) included in net income	5	(7)	11			
Other comprehensive (loss) income	(7)	(14)	12			
Unrealized gains (losses) on cash flow hedges:						
Unrealized holding gains (losses) arising during the period				2	(6)	8
Reclassification adjustments for (gains) losses included in net income				(1)	5	(7)
Other comprehensive loss				(8)	(7)	(14)
Comprehensive income	$ 1,267	$ 923	$ 742	$ 978	$ 1,267	$ 923

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NETAPP, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In millions)

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Cash flows from operating activities:						
Net income	$ 1,274	$ 937	$ 730	$ 986	$ 1,274	$ 937
Adjustments to reconcile net income to net cash provided by operating activities:						
Depreciation and amortization	248	194	207	255	248	194
Non-cash operating lease cost	52	55	52	45	52	55
Stock-based compensation	312	245	197	357	312	245
Deferred income taxes	(606)	(144)	(6)	53	(606)	(144)
Gain on sale or derecognition of assets	—	—	(156)			
Other items, net	(67)	(54)	24	(13)	(67)	(54)
Changes in assets and liabilities, net of acquisitions of businesses:						

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Accounts receivable	260	(313)	62	(33)	260	(313)
Inventories	37	(90)	31	(18)	37	(90)
Other operating assets	(63)	(21)	(60)	(62)	(63)	(21)
Accounts payable	(207)	181	(11)	123	(207)	181
Accrued expenses	(103)	(111)	134	113	(103)	(111)
Deferred revenue and financed unearned services revenue	46	384	193	(14)	46	384
Long-term taxes payable	(76)	(45)	(57)	(106)	(76)	(45)
Other operating liabilities	—	(7)	(7)	(1)	—	(7)
Net cash provided by operating activities	1,107	1,211	1,333	1,685	1,107	1,211
Cash flows from investing activities:						
Purchases of investments	(1,269)	(18)	(5)	(2,635)	(1,269)	(18)
Maturities, sales and collections of investments	550	63	165	2,055	550	63
Purchases of property and equipment	(239)	(226)	(162)	(155)	(239)	(226)
Proceeds from sale of properties	—	—	371			
Acquisitions of businesses, net of cash acquired	(491)	(380)	(350)	—	(491)	(380)
Other investing activities, net	59	—	2	—	59	—
Net cash (used in) provided by investing activities	(1,390)	(561)	21			
Net cash used in investing activities				(735)	(1,390)	(561)
Cash flows from financing activities:						
Proceeds from issuance of common stock under employee stock award plans	108	105	98	100	108	105
Payments for taxes related to net share settlement of stock awards	(84)	(74)	(42)	(127)	(84)	(74)
Repurchase of common stock	(850)	(600)	(125)	(900)	(850)	(600)
Repayments of commercial paper notes, original maturities of three months or less, net	—	—	(420)			
Issuances of debt, net of issuance costs	—	—	2,057			
Repayments and extinguishment of debt	(250)	—	(689)	—	(250)	—

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Dividends paid	(432)	(446)	(427)	(416)	(432)	(446)
Other financing activities, net	(5)	(2)	(8)	(1)	(5)	(2)
Net cash (used in) provided by financing activities	(1,513)	(1,017)	444			
Net cash used in financing activities				(1,344)	(1,513)	(1,017)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1)	(49)	71	(19)	(1)	(49)
Net change in cash, cash equivalents and restricted cash	(1,797)	(416)	1,869	(413)	(1,797)	(416)
Cash, cash equivalents and restricted cash:						
Beginning of period	4,119	4,535	2,666	2,322	4,119	4,535
End of period	$ 2,322	$ 4,119	$ 4,535	$ 1,909	$ 2,322	$ 4,119

See accompanying notes to consolidated financial statements.

NETAPP, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In millions, except per share amounts)

Common Stock and Additional Paid-in Capital		Retained Earnings	Accumulated Other Comprehensive Loss	Total	Common Stock and Additional Paid-in Capital		Retained Earnings	Accumulated Other Comprehensive Loss	Total
Shares	Amount				Shares	Amount			

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Balances, April 24, 2020	219	$ 4	$ —	$ (2)	$ 2					
Net income			73		73					
Other comprehensive income	—	—	0	—	0					
Issuance of common stock under employee stock award plans, net of taxes	5	56	—	—	56					
Repurchase of common stock			(12)		(12)					
	(2)	(3)	(2)	—	(5)					
Stock-based compensation		19			19					
	—	7	—	—	7					
Cash dividends declared ($1.92 per common share)		(30)	(397)		(427)					
	—		—	—						
Balances, April 30, 2021	225	50	1	(30)	52	222	$ 504	$ 211	$ (30)	$ 685
Net income			93		93					
	—	—	7	—	7	—	—	937	—	937
Other comprehensive loss				(14)	(14)					
	—	—	—			—	—	—	(14)	(14)
Issuance of common stock under employee stock award plans, net of taxes	5	31	—	—	31	5	31	—	—	31

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Repurchase of common stock	(7)	(20)	(580)	—	(600)	(7)	(20)	(580)	—	(600)
Stock-based compensation	—	5	—	—	5	—	245	—	—	245
Cash dividends declared ($2.00 per common share)	—	—	(446)	—	(446)					
Cash dividends declared ($2.00 per common share)						—	—	(446)	—	(446)
Balances, April 29, 2022	220	760	122	(44)	838					
Net income	—	—	1,274	—	1,274	—	—	1,274	—	1,274
Other comprehensive loss	—	—	—	(7)	(7)	—	—	—	(7)	(7)
Issuance of common stock under employee stock award plans, net of taxes	5	24	—	—	24	5	24	—	—	24
Repurchase of common stock	(13)	(45)	(805)	—	(850)	(13)	(45)	(805)	—	(850)
Stock-based compensation	—	2	—	—	2	—	312	—	—	312

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Cash dividends declared ($2.00 per common share)	—	(106)	(326)	—	(432)				
Cash dividends declared ($2.00 per common share)						—	(106)	(326)	—	(432)
Balances, April 28, 2023	212	$ 945	$ 265	$ (51)	$ 1,159	212	945	265	(51)	1,159
Net income						—	—	986	—	986
Other comprehensive loss						—	—	—	(8)	(8)
Issuance of common stock under employee stock award plans, net of taxes						6	(27)	—	—	(27)
Repurchase of common stock						(12)	(102)	(798)	—	(900)
Excise tax on net stock repurchases						—	(5)	—	—	(5)
Stock-based compensation						—	353	—	—	353
Modification of liability-classified awards						—	4	—	—	4
Cash dividends declared ($2.00 per common share)						—	(171)	(245)	—	(416)
Balances, April 26, 2024						206	$ 997	$ 208	$ (59)	$ 1,146

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business and Significant Accounting Policies

Description of Business — NetApp, Inc. (we, us, NetApp, or the Company) is a global cloud-led, data-centric software company that provides organizations the ability makes data infrastructure intelligent by combining unified data storage, integrated data services, and CloudOps solutions. NetApp creates silo-free infrastructure, harnessing observability and artificial intelligence to manage and share their enable seamlessdata across on-premises, private and public clouds. management. We provide a full range of enterprise-class software, systems and services solutions that customers use to modernize transform their data infrastructures build next generation across data centers types, workloads, and harness the power of hybrid clouds. environments to realize business possibilities.

Fiscal Year — Our fiscal year is reported on a 52- or 53-week year ending on the last Friday in April. An additional week is included in the first fiscal quarter approximately every six years to realign fiscal months with calendar months. Fiscal years 2024, 2023 which ended on April 28, 2023, and fiscal 2022, which ended on April 26, 2024, April 28, 2023 and April 29, 2022 were both , respectively, are all 52-week years. Fiscal 2021, ending on April 30, 2021 was a 53-week year, years, with 14 weeks included in its first quarter and 13 weeks in each subsequent quarter. of their quarters. Unless otherwise stated, references to particular years, quarters, months and periods refer to the Company's fiscal years ended on the last Friday of April and the associated quarters, months and periods of those fiscal years.

Principles of Consolidation — The consolidated financial statements include the Company and its subsidiaries. Intercompany accounts and transactions are eliminated in consolidation.

Use of Estimates — The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the

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financial statements and the reported amounts of revenues and expenses during the reporting periods. Such estimates include, but are not limited to, revenue recognition, reserves and allowances; inventory valuation; valuation of goodwill and intangibles; restructuring reserves; employee benefit accruals; stock-based compensation; loss contingencies; investment impairments; income taxes and fair value measurements. Actual results could differ materially from those estimates, the anticipated effects of which have been incorporated, as applicable, into management's estimates as of and for the year ended April 28, 2023 April 26, 2024.

Cash Equivalents — We consider all highly liquid debt investments with original maturities of three months or less at the time of purchase to be cash equivalents.

Available-for-Sale Investments — We classify our investments in debt securities as available-for-sale investments. Debt securities primarily consist of corporate bonds, U.S. Treasury and government debt securities and certificates of deposit. These investments are primarily held in the custody of a major financial institution. A specific identification method is used to determine the cost basis of debt securities sold. These investments are recorded in the consolidated balance sheets at fair value.

Unrealized gains and temporary losses, net of related taxes, are included in accumulated other comprehensive income (loss) (AOCI). Upon realization, those amounts are reclassified from AOCI to earnings. The amortization of premiums and discounts on the investments are included in our results of operations. Realized gains and losses are calculated based on the specific identification method.

We classify our investments as current or noncurrent based on the nature of the investments and their availability for use in current operations.

Other-than-Temporary Impairments on Investments — All of our available-for-sale investments are subject to periodic impairment review. When the fair value of a debt security is less than its amortized cost, it is deemed impaired, and we assess whether the impairment is other-than-temporary. An impairment is considered other-than-temporary if (i) we have the intent to sell the security, (ii) it is more likely than not that we will be required to sell the security before recovery what amount of the entire amortized cost basis, or (iii) we do not expect to recover the entire amortized cost basis difference, if any, is caused by expected credit losses. The amount of the security. If impairment is considered other-than-temporary based on condition (i) or (ii) described above, the entire difference between the amortized cost and the fair value of the debt security is recognized in the results of operations. If an impairment is considered other-than-temporary based on condition (iii) described above, the amount representing credit losses (defined as the difference between the present value of the cash flows expected to be collected and the amortized cost basis of the debt security) is recognized in earnings, and the amount relating to all other factors is recognized in other comprehensive income (OCI). If we intend to sell the security, or if it is more likely than not we will be required to sell the security before recovery of the amortized cost basis, the entire difference between the amortized cost and the fair value of the debt security is recognized in earnings.

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Inventories — Inventories are stated at the lower of cost or net realizable value, which approximates actual cost on a first-in, first-out basis. We write down excess and obsolete inventory based on the difference between the cost of inventory and the estimated net realizable value. Net realizable value is estimated using management's best estimate of forecasts for future demand and expectations regarding market conditions. At the point of a loss recognition, a new, lower cost basis for that inventory is established, and subsequent changes in facts or circumstances do not result in the restoration or increase in that newly established basis. In addition, we record a liability for firm, non-cancelable and unconditional purchase commitments with contract manufacturers and suppliers for quantities in excess of our future demand forecasts consistent with our valuation of excess and obsolete inventory.

Property and Equipment — Property and equipment are recorded at cost.

Depreciation and amortization is computed using the straight-line method, generally over the following periods:

	Depreciation Life
Buildings and improvements	10 to 40 years
Furniture and fixtures	5 years
Computer, production, engineering and other equipment	2 to 3 years
Computer software	3 to 5 years
Leasehold improvements	Shorter of remaining lease term or useful life

Construction in progress will be depreciated over the estimated useful lives of the respective assets when they are ready for use. We capitalize interest on significant facility assets under construction and on significant software development projects. Interest capitalized during the periods presented was not material.

Software Development Costs — The costs for the development of new software products and substantial enhancements to existing software products are expensed as incurred until technological feasibility has been established, at which time any additional costs would be capitalized in accordance with the accounting guidance for software. Because our current process for developing software is essentially completed concurrently with the establishment of technological feasibility, which occurs upon the completion of a working model, no costs have been capitalized for any of the periods presented.

Internal-Use Software Development Costs — We capitalize qualifying costs, which are incurred during the application development stage, for computer software developed or obtained for internal-use to property and equipment, net and amortize them over the software's estimated useful life.

Business Combinations — We recognize identifiable assets acquired and liabilities assumed at their acquisition date fair values, with the exception of contract assets and liabilities, which beginning in fiscal 2022, we recognize in accordance with our revenue recognition policy as if we had originally executed the customer contract. Goodwill as of the acquisition date is

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measured as the excess of consideration transferred over the net of the acquisition date values of the assets acquired and liabilities assumed. While we use our best estimates and assumptions as a part of the purchase price allocation process to accurately value assets acquired and liabilities assumed at the acquisition date, our estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, we record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill to the extent that we identify adjustments to the preliminary purchase price allocation. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to our consolidated statements of income.

Goodwill and Purchased Intangible Assets — Goodwill is recorded when the consideration paid for an acquisition exceeds the value of net tangible and intangible assets acquired. Purchased intangible assets with finite lives are generally amortized on a straight-line basis over their economic lives of three to five years for developed technology, two to five years for customer contracts/relationships, two to three years for covenants not to compete and two to five years for trademarks and trade names as we believe this method most closely reflects the pattern in which the economic benefits of the assets will be consumed. In-process research and development is accounted for as an indefinite lived intangible asset and is assessed for potential impairment annually until development is complete or when events or circumstances indicate that their carrying amounts might be impaired. Upon completion of development, in-process research and development is accounted for as a finite-lived intangible asset.

The carrying value of goodwill is tested for impairment on an annual basis in the fourth quarter of our fiscal year, or more frequently if we believe indicators of impairment exist. Triggering events for impairment reviews may be indicators such as adverse industry or economic trends, restructuring actions, lower projections of profitability, or a sustained decline in our market capitalization. For the purpose of impairment testing, we have two reporting units, which are the same as our two reportable segments. We initially conduct a qualitative assessment to determine whether it is necessary to perform a quantitative goodwill impairment test. The performance of the quantitative impairment test requires comparing the fair value of each reporting unit to its carrying amount, including goodwill. The fair value of each reporting unit is based on a combination of the income approach and the market approach.

Under the income approach, we estimate the fair value of a reporting unit based on the present value of estimated future cash flows. Cash flow projections are based on discrete forecast periods as well as terminal value determinations, and are derived based on forecasted revenue growth rates and operating margins. These cash flow projections are discounted to

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arrive at the fair value of each reporting unit. The discount rate used is based on the weighted-average cost of capital of comparable public companies adjusted for the relevant risk associated with business specific characteristics and the uncertainty related to the reporting unit's ability to execute on the projected cash flows. Under the market approach, we estimate the fair value based on market multiples of revenue and earnings derived from comparable publicly traded companies with operating and investment characteristics similar to the reporting unit. In addition, we make certain judgments and assumptions in allocating shared assets and liabilities to individual reporting units to determine the carrying amount of each reporting unit. An impairment exists if the fair value of a reporting unit is lower than its carrying amount. The impairment loss is measured based on the amount by which the carrying amount of the reporting unit exceeds its fair value, with the recognized loss not to exceed the total amount of allocated goodwill. The fair value We did not recognize any impairment charges on our goodwill in any of each reporting unit has substantially exceeded its carrying amount in all the periods presented.

Impairment of Long-Lived Assets — We review the carrying values of long-lived assets whenever events and circumstances, such as reductions in demand, lower projections of profitability, significant changes in the manner of our use of acquired assets, or significant negative industry or economic trends, indicate that the net book value of an asset may not be recovered through expected future cash flows from its use and eventual disposition. If this review indicates that there is an impairment, the impaired asset is written down to its fair value, which is typically calculated using: (i) quoted market prices and/or (ii) expected future cash flows utilizing a discount rate. Our estimates regarding future anticipated cash flows, the remaining economic life of the products and technologies, or both, may differ materially from actual cash flows and remaining economic life. In that event, impairment charges or shortened useful lives of certain long-lived assets may be required, resulting in charges to our consolidated statements of income when such determinations are made.

Derivative Instruments — Our derivative instruments, which are carried at fair value in our consolidated balance sheets, consist of foreign currency exchange contracts as described below:

> *Balance Sheet Hedges* — We utilize foreign currency exchange forward and option contracts to hedge against the short-term impact of foreign currency exchange rate fluctuations related to certain foreign currency denominated monetary assets and liabilities, primarily intercompany receivables and payables. These derivative instruments are not designated as hedging instruments and do not subject us to material balance sheet risk due to exchange rate movements because the gains and losses on these contracts are intended to offset the gains and losses in the underlying foreign currency denominated monetary assets and liabilities being hedged, and the net amount is included in earnings.
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> *Cash Flow Hedges* — We utilize foreign currency exchange forward contracts to hedge foreign currency exchange exposures related to forecasted sales transactions denominated in certain foreign currencies. These derivative instruments are designated and qualify as cash flow hedges and, in general, closely match the underlying forecasted transactions in duration. The effective portion of the contracts' gains and losses resulting from changes in fair value is recorded in AOCI until the forecasted transaction is recognized in the consolidated statements of income. When the forecasted transactions occur, we reclassify the related gains or losses on the cash flow hedges into net revenues. If the underlying forecasted transactions do not occur, or it becomes probable that they will not occur

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within the defined hedge period, the gains or losses on the related cash flow hedges are reclassified from AOCI and recognized immediately in earnings. We measure the effectiveness of hedges of forecasted transactions on a monthly basis by comparing the fair values of the designated foreign currency exchange forward purchase contracts with the fair values of the forecasted transactions.

Factors that could have an impact on the effectiveness of our hedging programs include the accuracy of forecasts and the volatility of foreign currency markets. These programs reduce, but do not entirely eliminate, the impact of currency exchange movements. Currently, we do not enter into any foreign currency exchange forward contracts to hedge exposures related to firm commitments. Cash flows from our derivative programs are included under operating activities in the consolidated statements of cash flows.

Revenue Recognition — We recognize revenue by applying the following five step approach.

- *Identification of the contract, or contracts, with a customer* — A contract with a customer is within the scope of ASC 606 when it meets all the following criteria:
    - It is enforceable
    - It defines each party's rights
    - It identifies the payment terms
    - It has commercial substance, and
    - We determine that collection of substantially all consideration for goods or services that will be transferred probable based on the customer's intent and ability to pay

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- *Identification of the performance obligations in the contract* — Performance obligations promised in a contract are identified based on the goods or services (or a bundle of goods and services) that will be transferred to the customer that are distinct.

- *Determination of the transaction price* — The transaction price is determined based on the consideration to which we will be entitled in exchange for transferring goods or services to the customer.

- *Allocation of the transaction price to the performance obligations in the contract* — Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation.

- *Recognition of revenue when, or as, we satisfy a performance obligation* — We satisfy performance obligations either over time or at a point in time.

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Customarily we have a purchase order from or executed contract with our customers that establishes the goods and services to be transferred and the consideration to be received.

We combine two or more contracts entered into at or near the same time with the same customer as a single contract if the contracts are negotiated as one package with a single commercial objective, if the amount of consideration to be paid on one contract depends on the price or performance of the other contract or if the goods and services promised in each of the contracts are a single performance obligation.

Our contracts with customers may include hardware systems, software licenses, software support, hardware support, public cloud services and other services. Software support contracts entitle our customers to receive unspecified upgrades and enhancements on a when-and-if-available basis, and patch releases. Hardware support services include contracts for extended warranty and technical support with minimum response times. Other services include professional services and customer education and training services.

We identify performance obligations in our contracts to be those goods and services that are distinct. A good or service is distinct where the customer can benefit from the good or service either on its own or together with other resources that are readily available from third parties or from us, and is distinct in the context of the contract, where the transfer of the good or service is separately identifiable from other promises in the contract.

If a contract includes multiple promised goods or services, we apply judgment to determine whether promised goods or services are distinct. If they are not, we combine the goods and services until we have a distinct performance obligation. For example, a configured storage system inclusive of the operating system (OS) software essential to its functionality is considered a single performance obligation, while optional add-on software is a separate performance obligation. In general, hardware support, software support, and different types of professional services are each separate performance obligations.

We determine the transaction price of our contracts with customers based on the consideration to which we will be entitled in exchange for transferring goods or services. Consideration promised may include fixed amounts, variable amounts or both. We sell public cloud services either on a subscription basis or a consumption basis. We sell professional services either on a time and materials basis or under fixed price projects.

We evaluate variable consideration in arrangements with contract terms such as rights of return, potential penalties and acceptance clauses. We generally use the expected value method, primarily relying on our history, to estimate variable consideration. However, when we believe it to provide a better estimate, we use the most likely amount method. In either case, we consider variable consideration only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. Reassessments of our variable consideration may occur as historical information changes. Transaction prices are also adjusted for the effects of time value of money if the timing of payments provides either the customer or us a significant benefit of financing.

Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation on a relative standalone selling price basis. We determine standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past

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transactions, we estimate the standalone selling price by maximizing the use of observable inputs including pricing strategy, market data, internally-approved pricing guidelines related to the performance obligations and other observable inputs. We regularly review standalone selling prices and maintain internal controls over the establishment and updates of these estimates. Variable consideration is also allocated to the performance obligations. If the terms of variable consideration relate to one performance obligation, it is entirely allocated to that obligation. Otherwise, it is allocated to all the performance obligations in the contract.

We typically recognize revenue at a point in time upon the transfer of goods to a customer. Products we transfer at a point in time include our configured hardware systems, OS software licenses, optional add-on software licenses and add-on hardware. Services are typically transferred over time and revenue is recognized based on an appropriate method for measuring our progress toward

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completion of the performance obligation. Our stand-ready services, including both hardware and software support, are transferred ratably over the period of the contract. Our public cloud services are transferred either 1) for subscription arrangements, ratably over the subscription period or 2) for consumption-based arrangements, as actually consumed by the customer. For other services such as our fixed professional services contracts, we use an input method to determine the percentage of completion. That is, we estimate the effort to date versus the expected effort required over the life of the contract.

Deferred Commissions — We capitalize sales commissions that are incremental direct costs of obtaining customer contracts for which revenue is not immediately recognized and classify them as current or non-current based on the terms of the related contracts. Capitalized commissions are amortized based on the transfer of goods or services to which they relate, typically over one to three years, and are also periodically reviewed for impairment. Amortization expense is recorded to sales and marketing expense in our consolidated statements of income.

Leases — We determine if an arrangement is or contains a lease at inception, and we classify leases as operating or finance leases at commencement. In our consolidated balance sheets, operating lease right-of-use (ROU) assets are included in other non-current assets, while finance lease ROU assets are included in property and equipment, net. Lease liabilities for both types of leases are included in accrued expenses and other long-term liabilities. ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments over that term.

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Operating and finance lease ROU assets and liabilities are recognized at commencement based on the present value of lease payments over the lease term. ROU assets also include any lease payments made prior to lease commencement and exclude lease incentives. The lease term is the noncancelable period of the lease and includes options to extend or terminate the lease when it is reasonably certain that an option will be exercised. As the rate implicit in our leases is typically not readily determinable, in computing the present value of lease payments we generally use our incremental borrowing rate based on information available at the commencement date. Variable lease payments not dependent on an index or rate are expensed as incurred and not included within the calculation of ROU assets and lease liabilities. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

We do not separate non-lease components from lease components for any class of leases, and we do not recognize ROU assets and lease liabilities for leases with a lease term of twelve months or less.

Foreign Currency Translation — For international subsidiaries whose functional currency is the local currency, gains and losses resulting from translation of these foreign currency financial statements into U.S. dollars are recorded in AOCI. For international subsidiaries where the functional currency is the U.S. dollar, gains and losses resulting from the process of remeasuring foreign currency financial statements into U.S. dollars are included in other (expense) income, net.

Benefit Plans — We record actuarial gains and losses associated with defined benefit plans within AOCI and amortize net gains or losses in excess of 10 percent of the greater of the market value of plan assets as of the beginning of the fiscal year or the plans' projected benefit obligation on a straight-line basis over the remaining estimated service life of plan participants. The measurement date for all defined benefit plans is our fiscal year end.

Stock-Based Compensation — We measure and recognize stock-based compensation for all stock-based awards, including employee stock options, restricted stock units (RSUs), including time-based RSUs and performance-based RSUs (PBRSUs), and rights to purchase shares under our employee stock purchase plan (ESPP), based on their estimated fair value, and recognize the costs in our financial statements using the straight-line attribution approach over the requisite service period for the entire award.

The fair value of employee time-based RSUs, and PBRSUs that include a performance condition, is equal to the market value of our common stock on the grant date of the award, less the present value of expected dividends during the vesting period, discounted at a risk-free interest rate. The fair value of PBRSUs that include a market condition is measured using a Monte Carlo simulation model on the date of grant.

The fair value of time-based RSUs, and PBRSUs that include a market condition, is not remeasured as a result of subsequent stock price fluctuations. When there is a change in management’s estimate of expected achievement relative to the performance target for PBRSUs that include a performance condition, such as our achievement against a billings result average target, the change in estimate results in the recognition of a cumulative adjustment of stock-based compensation expense.

Our expected term assumption is based primarily on historical exercise and post-vesting forfeiture experience. Our stock price volatility assumption is based on a combination of our historical and implied volatility. The risk-free interest rates are

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based upon United States (U.S.) Treasury bills with equivalent expected terms, and the expected dividends are based on our history and expected dividend payouts.

We account for forfeitures of stock-based awards as they occur.

Income Taxes — Deferred income tax assets and liabilities are provided for temporary differences that will result in tax deductions or income in future periods, as well as the future benefit of tax credit carryforwards. A valuation allowance reduces tax assets to their estimated realizable value.

We recognize the tax liability for uncertain income tax positions on the income tax return based on the two-step process prescribed in the interpretation. The first step is to determine whether it is more likely than not that each income tax position would be sustained upon audit. The second step is to estimate and measure the tax benefit as the amount that has a greater than 50% likelihood of being realized upon ultimate settlement with the tax authority. Estimating these amounts requires us to determine the probability of various possible outcomes. We evaluate these uncertain tax positions on a quarterly basis. We recognize interest and penalties related to unrecognized tax benefits within the provision for income taxes line on the accompanying consolidated statements of income.

Net Income per Share — Basic net income per share is computed by dividing net income by the weighted-average number of common shares outstanding. Diluted net income per share is computed giving effect to the weighted-average number of dilutive potential shares that were outstanding during the period using the treasury stock method. Potential dilutive common shares consist primarily of outstanding stock options, shares to be purchased under our employee stock purchase plan and unvested RSUs.

Treasury Stock — We account for treasury stock under the cost method. Upon the retirement of treasury stock, we allocate the value of treasury shares between common stock, additional paid-in capital and retained earnings.

2. Recent Accounting Pronouncements

Although there In December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which expands the disclosures required for income taxes. This ASU is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The amendment should be applied on a prospective basis while retrospective application is permitted.

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We are new accounting pronouncements issued or proposed by currently evaluating the effect of this pronouncement on our income tax disclosures.

In November 2023, the FASB that we have adopted or will adopt, as applicable, we do not believe any issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which requires disclosure of these accounting pronouncements had or will have incremental segment information on an annual and interim basis. This ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024 on a material impact retrospective basis. We are currently evaluating the effect of this pronouncement on our consolidated financial position, operating results, cash flows or disclosures.

3. Concentration of Risk

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash, cash equivalents, investments, foreign currency exchange contracts and accounts receivable. We maintain the majority of our cash and cash equivalents with several major financial institutions where the deposits exceed federally insured limits. Cash equivalents and short-term investments consist primarily of money market funds, U.S. Treasury and government debt securities and certificates of deposit, all of which are considered high investment grade. Our policy is to limit the amount of credit exposure through diversification and investment in highly rated securities. We further mitigate concentrations of credit risk in our investments by limiting our investments in the debt securities of a single issuer and by diversifying risk across geographies and type of issuer. General macroeconomic uncertainty has led to an increase in market volatility, however, management believes that the financial institutions that hold our cash, cash equivalents and investments are financially sound and, accordingly, are subject to minimal credit risk.

By entering into foreign currency exchange contracts, we have assumed the risk that might arise from the possible inability of counterparties to meet the terms of their contracts. The counterparties to these contracts are major multinational commercial banks, and we do not expect any losses as a result of counterparty defaults.

We sell our products primarily to large organizations in different industries and geographies. We do not require collateral or other security to support accounts receivable. In addition, we maintain an allowance for potential credit losses. To reduce credit risk, we perform ongoing credit evaluations on our customers' financial condition. We establish an allowance for doubtful accounts based upon factors surrounding the credit risk of customers, historical trends and other information, including the expected impact of macroeconomic disruptions, and, to date, such losses have been within management's expectations. Concentrations of credit risk with respect to trade accounts receivable are limited due to the wide variety of customers who are dispersed across many geographic regions.

There are no concentrations of business transacted with a particular market that would severely impact our business in the near term. However, we rely on a limited number of suppliers for certain key components and a few key contract manufacturers to manufacture most of our products; any disruption, or termination of these arrangements could materially adversely affect our operating results.

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4. Business Combinations

Fiscal 2023 Acquisition

Instaclustr Acquisition

On May 20, 2022, we acquired all the outstanding shares of privately-held Instaclustr US Holding, Inc. (Instaclustr) for approximately $498 million. Instaclustr is a leading platform provider of fully managed open-source database, pipeline and workflow applications delivered as-a-service.

The acquisition-date values of the assets acquired and liabilities assumed are as follows (in millions):

	Amount
Cash	$ 4
Intangible assets	107
Goodwill	413
Other assets	19
Total assets acquired	543
Liabilities assumed	(45)
Total purchase price	$ 498

The components of the intangible assets acquired were as follows (in millions, except useful life):

	Amount	Estimated useful life (years)
Developed technology	$ 55	5
Customer contracts/relationships	50	5
Trade name	2	3
Total intangible assets	$ 107	

The acquired net assets and assumed debt of Instaclustr were recorded at their estimated values. We determined the estimated values with the assistance of valuations and appraisals performed by third party specialists and estimates made

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by management. We expect to realize revenue synergies and anticipate opportunities for growth through the ability to leverage additional future products and capabilities. These factors, among others, contributed to a purchase price in excess of the estimated fair value of its identifiable net assets acquired, and as a result, we have recorded goodwill in connection with the acquisition. The goodwill is not deductible for income tax purposes.

The results of operations related to the acquisition of Instaclustr have been included in our consolidated statements of income from the acquisition date. Pro forma results of operations have not been presented because the impact from the acquisition was not material to our consolidated results of operations.

Fiscal 2022 Acquisitions

Fylamynt Acquisition

On February 18, 2022, we acquired all the outstanding shares of privately-held NeurOps Inc. (which operated under the name "Fylamynt") for approximately $27 million in cash, of which $22 million was paid at closing. The purchase price includes $5 million related to an indemnity holdback provision, of which $4 million was paid in the fourth quarter of fiscal 2023. Fylamynt is an innovative CloudOps automation technology company that enables customers to build, run, manage and analyze workflows securely in any cloud with little to no code.

The acquisition-date values of the assets acquired are as follows (in millions):

	Amount
Cash	$ 1
Developed technology	6
Goodwill	20
Total assets acquired	27
Total purchase price	$ 27

CloudCheckr Acquisition

On November 5, 2021, we acquired all the outstanding shares of privately-held CloudCheckr Inc., (CloudCheckr) for approximately $347 million in cash. CloudCheckr is a leading cloud optimization platform that provides cloud visibility and insights to lower costs, maintain security and compliance, and optimize cloud resources.

The acquisition-date values of the assets acquired and liabilities assumed are as follows (in millions):

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	Amount
Cash	$ 2
Intangible assets	76
Goodwill	276
Other assets	6
Total assets acquired	360
Liabilities assumed	(13)
Total purchase price	$ 347

The components of the intangible assets acquired were as follows (in millions, except useful life):

	Amount	Estimated useful life (years)
Developed technology	$ 45	5
Customer contracts/relationships	30	5
Trade name	1	3
Total intangible assets	$ 76	

Data Mechanics Acquisition

On June 18, 2021, we acquired all the outstanding shares of privately-held Data Mechanics Inc. (Data Mechanics), a provider of managed platforms for big data processing and cloud analytics headquartered in Paris, France, for approximately $15 million in cash.

The acquisition-date values of the assets acquired and liabilities assumed are as follows (in millions):

	Amount
Cash	$ 1
Developed technology	5
Goodwill	11
Total assets acquired	17
Liabilities assumed	(2)
Total purchase price	$ 15

The acquired assets and assumed liabilities of Fylamynt, CloudCheckr and Data Mechanics were recorded at their estimated values. We determined the estimated values with the assistance of valuations and appraisals performed by third party specialists and estimates made by management. We expect to realize incremental revenue by offering continuous

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cost optimization and managed services from our existing capabilities to help customers improve their cloud resources and realize the benefits of cloud faster and at scale. We also anticipate opportunities for growth through the ability to leverage additional future products and capabilities. These factors, among others, contributed to a purchase price in excess of the estimated fair value of their identifiable net assets acquired, and as a result, we have recorded goodwill in connection with these acquisitions. The goodwill is not deductible for income tax purposes.

The results of operations related to the acquisitions of Fylamynt, CloudCheckr and Data Mechanics have been included in our consolidated statements of income from their respective acquisition dates. Pro forma results of operations have not been presented because the impact from these acquisitions was not material to our consolidated results of operations.

Fiscal 2021 Acquisitions

Spot, Inc. Acquisition

On July 9, 2020, we acquired all the outstanding shares of privately-held Spot, Inc. (Spot), a provider of compute management cost optimization services on the public clouds based in Israel, for $340 million in cash.

The acquisition-date values of the assets acquired and liabilities assumed are as follows (in millions):

	Amount
Cash	$ 24
Intangible assets	84
Goodwill	249
Other assets	6
Total assets acquired	363
Liabilities assumed	(23)
Total purchase price	$ 340

The components of the Spot intangible assets acquired were as follows (in millions, except useful life):

	Amount	Estimated useful life (years)
Developed technology	$ 53	5
Customer contracts/relationships	28	5
Trade name	3	3
Total intangible assets	$ 84	

Cloud Jumper Corporation Acquisition

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On April 28, 2020, we acquired all the outstanding shares of privately-held Cloud Jumper Corporation (Cloud Jumper), a provider of virtual desktop infrastructure and remote desktop services solutions based in North Carolina, for $34 million in cash.

The acquisition-date values of the assets acquired and liabilities assumed are as follows (in millions):

	Amount
Developed technology	$ 16
Customer contracts/relationships	6
Goodwill	12
Other assets	1
Total assets acquired	35
Liabilities assumed	(1)
Total purchase price	$ 34

The acquired assets and assumed liabilities of Spot and Cloud Jumper were recorded at their estimated values. We determined the estimated values with the assistance of valuations and appraisals performed by third party specialists and estimates made by management. We expect to realize revenue synergies, leverage and expand the existing Spot and Cloud Jumper sales channels and product development resources, and utilize their existing workforces. We also anticipate opportunities for growth through the ability to leverage additional future products and capabilities. These factors, among others, contributed to a purchase price in excess of the estimated fair value of their identifiable net assets acquired, and as a result, we have recorded goodwill in connection with both of these acquisitions. The goodwill is not deductible for income tax purposes.

The results of operations related to the acquisition of both Spot and Cloud Jumper have been included in our consolidated statements of income from their respective acquisition dates. Pro forma results of operations have not been presented because the impact from these acquisitions would not have been material to our consolidated results of operations.

5. Goodwill and Purchased Intangible Assets, Net

Goodwill activity is summarized as follows (in millions):

	Amount
Balance as of April 30, 2021	$ 2,039
Additions	307
Balance as of April 29, 2022	2,346
Additions	413
Balance as of April 28, 2023	$ 2,759

	Amount

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Balance as of April 29, 2022	$ 2,346
Additions	413
Balance as of April 28, 2023	2,759
Additions	—
Balance as of April 26, 2024	$ 2,759

The $413 million addition to goodwill in fiscal 2023 was from the Instaclustr acquisition and was allocated to our Public Cloud segment.

Goodwill by reportable segment as of April 28, 2023 April 26, 2024 is as follows (in millions):

	Amount
Hybrid Cloud	$ 1,714
Public Cloud	1,045
Total goodwill	$ 2,759

Purchased intangible assets, net are summarized below (in millions):

	April 28, 2023			April 29, 2022			April 26, 2024			April 28, 2023		
	Gross Assets	Accumulated Amortization	Net Assets	Gross Assets	Accumulated Amortization	Net Assets	Gross Assets	Accumulated Amortization	Net Assets	Gross Assets	Accumulated Amortization	Net Assets
Developed technology	$ 2 1	$ (10 7)	$ 5 0	$ 7 5	$ (65)	$ 2 9	$ 179	$ (108)	$ 71	$ 212	$ (107)	$ 105
Customer contracts/relationships	1 1 8	(44)	7 4	6 8	(20)	4 8	114	(62)	52	118	(44)	74

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Other purchased intangibles	6	(4)	2	4	(2)	2	6	(5)	1	6	(4)	2
Total purchased intangible assets	3		1	2		1						
	3	(15	8	2		4						
	$ 6	$ 5)	$ 1	$ 9	$ (87)	$ 2	$ 299	$ (175)	$ 124	$ 336	$ (155)	$ 181

During fiscal 2024, we retired approximately $37 million of fully amortized intangible assets. Amortization expense for purchased intangible assets is summarized below (in millions):

	Year Ended			Statements of Income Classifications	Year Ended			Statements of Income Classifications
	April 28, 2023	April 29, 2022	April 30, 2021		April 26, 2024	April 28, 2023	April 29, 2022	
Developed technology	$ 42	$ 33	$ 41	Cost of revenues	$ 34	$ 42	$ 33	Cost of revenues
Customer contracts/relationships	24	11	8	Operating expenses	22	24	11	Operating expenses
Other purchased intangibles	2	2	—	Operating expenses	1	2	2	Operating expenses
Total	$ 68	$ 46	$ 49		$ 57	$ 68	$ 46	

As of April 28, 2023 April 26, 2024, future amortization expense related to purchased intangible assets is as follows (in millions):

Fiscal Year	Amount	Amount
2024	$ 57	
2025	55	$ 55
2026	39	39
2027	29	29
2028	1	1
Total	$ 181	$ 124

6. Supplemental Financial Information

Cash and cash equivalents (in millions):

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The following table presents cash and cash equivalents as reported in our consolidated balance sheets, as well as the sum of cash, cash equivalents and restricted cash as reported on our consolidated statements of cash flows:

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Cash and cash equivalents	$ 2,316	$ 4,112	$ 1,903	$ 2,316
Restricted cash	6	7	6	6
Cash, cash equivalents and restricted cash	$ 2,322	$ 4,119	$ 1,909	$ 2,322

Inventories (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Purchased components	$ 65	$ 131	$ 116	$ 65
Finished goods	102	73	70	102
Inventories	$ 167	$ 204	$ 186	$ 167

Property and equipment, net (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Land	$ 46	$ 46	$ 46	$ 46
Buildings and improvements	359	353	367	359
Leasehold improvements	91	92	81	91
Computer, production, engineering and other equipment	1,053	904	1,101	1,053
Computer software	325	316	340	325
Furniture and fixtures	84	76	77	84
Construction-in-progress	55	65	70	55
	2,013	1,852	2,082	2,013
Accumulated depreciation and amortization	(1,363)	(1,250)	(1,478)	(1,363)
Property and equipment, net	$ 650	$ 602	$ 604	$ 650

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Depreciation and amortization expense related to property and equipment, net is summarized below (in millions):

	Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021
Depreciation and amortization expense	$ 181	$ 148	$ 158

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
Depreciation and amortization expense	$ 198	$ 181	$ 148

Other non-current assets (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Deferred tax assets	$ 948	$ 362	$ 896	$ 948
Operating lease ROU assets	281	294	247	281
Other assets	319	335	360	319
Other non-current assets	$ 1,548	$ 991	$ 1,503	$ 1,548

Other non-current assets as of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023 include $80 85 million and $73 80 million, respectively, for our 49% non-controlling equity interest in Lenovo NetApp Technology Limited (LNTL), a China-based entity that we formed with Lenovo (Beijing) Information Technology Ltd. in fiscal 2019. LNTL is integral to our sales channel strategy in China, acting as a distributor of our offerings to customers headquartered there, and involved in certain OEM sales to Lenovo. LNTL is also focused on localizing our products and services, and developing new joint offerings for the China market by leveraging NetApp and Lenovo technologies. Our sales to LNTL are conducted on terms equivalent to those prevailing in an arm's length transaction.

Accrued expenses (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Accrued compensation and benefits	$ 363	$ 462	$ 538	$ 363
Product warranty liabilities	17	17	18	17
Operating lease liabilities	47	47	40	47
Other current liabilities	430	399	417	430
Accrued expenses	$ 857	$ 925	$ 1,013	$ 857

Other long-term liabilities (in millions):

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	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Liability for uncertain tax positions	$ 144	$ 131	$ 153	$ 144
Income taxes payable	215	303	100	215
Product warranty liabilities	8	9	9	8
Operating lease liabilities	248	257	220	248
Other liabilities	93	88	103	93
Other long-term liabilities	$ 708	$ 788	$ 585	$ 708

Deferred revenue and financed unearned services revenue

68 69

The following table summarizes the components of our deferred revenue and financed unearned services revenue balance as reported in our consolidated balance sheets (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Deferred product revenue	$ 18	$ 31	$ 59	$ 18
Deferred services revenue	4,247	4,140	4,123	4,247
Financed unearned services revenue	48	61	52	48
Total	$ 4,313	$ 4,232	$ 4,234	$ 4,313
Reported as:				
Short-term	$ 2,218	$ 2,171	$ 2,176	$ 2,218
Long-term	2,095	2,061	2,058	2,095
Total	$ 4,313	$ 4,232	$ 4,234	$ 4,313

Deferred product revenue represents unrecognized revenue related to undelivered product commitments and other product deliveries that have not met all revenue recognition criteria. Deferred services revenue represents customer payments made in advance for services, which include software and hardware support contracts, certain public cloud services and other services. Financed unearned services revenue represents undelivered services for which cash has been received under certain third-party financing arrangements. See Note 17 – Commitments and Contingencies for additional information related to these arrangements.

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During the years ended April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, we recognized revenue of $2,171 2,218 million and $2,062 2,171 million, respectively, that was included in the deferred revenue and financed unearned services revenue balance at the beginning of the respective periods.

As of April 28, 2023 April 26, 2024, the aggregate amount of the transaction price allocated to the remaining performance obligations related to customer contracts that are unsatisfied or partially unsatisfied approximated our deferred revenue and unearned services revenue balance. Because customer orders are typically placed on an as-needed basis, and cancellable without penalty prior to shipment, orders in backlog may not be a meaningful indicator of future revenue and have not been included in this amount. We expect to recognize as revenue approximately 51% of our deferred revenue and financed unearned services revenue balance in the next 12 months, approximately 24% in the next 13 to 24 months, and the remainder thereafter.

Deferred commissions

The following table summarizes deferred commissions balances as reported in our consolidated balance sheets (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Other current assets	$ 64	$ 80	$ 69	$ 64
Other non-current assets	99	117	100	99
Total deferred commissions	$ 163	$ 197	$ 169	$ 163

During the years ended April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, we recognized amortization expense from deferred commissions of $116 101 million and $146 116 million, respectively, and there were no impairment charges recognized.

Other income (expense), net (in millions):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Interest income	$ 69	$ 7	$ 9	$ 112	$ 69	$ 7
Interest expense	(67)	(73)	(74)	(64)	(67)	(73)
Other, net	46	4	(4)	1	46	4
Other income (expense), net	$ 48	$ (62)	$ (69)	$ 49	$ 48	$ (62)

Other, net for fiscal 2023 includes $22 million of other income for non-refundable, up-front payments from customers in Russia for support contracts, which we were not able to fulfill due to imposed sanctions and for which we have no remaining legal obligation to perform. Other, net for fiscal 2023 also includes a $32 million gain recognized on our sale of a minority equity interest in a privately held company for proceeds of approximately $59 million.

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Statements of cash flows additional information (in millions):

Supplemental cash flow information related to our operating leases is included in Note 9 – Leases. Non-cash investing and financing activities and other supplemental cash flow information are presented below:

	Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021
Non-cash Investing and Financing Activities:			
Capital expenditures incurred but not paid	$ 12	$ 22	$ 15
Liabilities incurred to former owners of acquired business	$ —	$ 5	$ —
Supplemental Cash Flow Information:			
Income taxes paid, net of refunds	$ 386	$ 398	$ 338
Interest paid	$ 65	$ 67	$ 57

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
Non-cash Investing and Financing Activities:			
Capital expenditures incurred but not paid	$ 16	$ 12	$ 22
Liabilities incurred to former owners of acquired business	$ —	$ —	$ 5
Supplemental Cash Flow Information:			
Income taxes paid, net of refunds	$ 357	$ 386	$ 398
Interest paid	$ 59	$ 65	$ 67

7. Financial Instruments and Fair Value Measurements

The accounting guidance for fair value measurements provides a framework for measuring fair value on either a recurring or nonrecurring basis, whereby the inputs used in valuation techniques are assigned a hierarchical level. The following are the three levels of inputs to measure fair value:

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Level 1: Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2: Inputs that reflect quoted prices for identical assets or liabilities in less active markets; quoted prices for similar assets or liabilities in active markets; benchmark yields, reported trades, broker/dealer quotes, inputs other than quoted prices that are observable for the assets or liabilities; or inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3: Unobservable inputs that reflect our own assumptions incorporated in valuation techniques used to measure fair value. These assumptions are required to be consistent with market participant assumptions that are reasonably available.

We consider an active market to be one in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis, and consider an inactive market to be one in which there are infrequent or few transactions for the asset or liability, the prices are not current, or price quotations vary substantially either over time or among market makers. Where appropriate, our own or the counterparty's non-performance risk is considered in measuring the fair values of liabilities and assets, respectively.

Investments

The following is a summary of our investments at their cost or amortized cost for the years ended as of April 26, 2024 and April 28, 2023 and April 29, 2022 (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Corporate bonds	$ —	$ 9		
U.S. Treasury and government debt securities	754	13	$ 1,349	$ 754
Money market funds	794	2,166	1,161	794
Certificates of deposit	59	71	12	59
Mutual funds	36	36	38	36
Total debt and equity securities	$ 1,643	$ 2,295	$ 2,560	$ 1,643

The fair value of our investments approximates their cost or amortized cost for both periods presented. Investments in mutual funds relate to the non-qualified deferred compensation plan offered to certain employees.

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As of April 28, 2023 April 26, 2024, all our debt investments are due to mature in one year or less.

Fair Value of Financial Instruments

The following table summarizes our financial assets and liabilities measured at fair value on a recurring basis (in millions):

	April 28, 2023			April 26, 2024		
		Fair Value Measurements at Reporting Date Using			Fair Value Measurements at Reporting Date Using	
	Total	Level 1	Level 2	Total	Level 1	Level 2
Cash and cash equivalents:						
Cash	$ 1,463	$ 1,463	$ —	$ 730	$ 730	$ —
Money market funds	794	794	—	1,161	1,161	—
Certificates of deposit	59	—	59	12	—	12
Total cash and cash equivalents	2,316	2,257	59	1,903	1,891	12
Short-term investments:						
U.S. Treasury and government debt securities	754	754	—	1,349	1,349	—
Total short-term investments	754	754	—	1,349	1,349	—
Total cash, cash equivalents and short-term investments	$ 3,070	$ 3,011	$ 59	$ 3,252	$ 3,240	$ 12
Other items:						

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Mutual funds (1)				$ 6	$ 6	$ —
Mutual funds (1) (2)	$ 7	$ 7	$ —	$ 32	$ 32	$ —
Mutual funds (2)	$ 92	$ 29	$ —			
Foreign currency exchange contracts assets (1)	$ 3	$ —	$ 13	$ 1	$ —	$ 1
Foreign currency exchange contracts liabilities (3)	$ (4)	$ —	$ (4)	$ (13)	$ —	$ (13)

	April 29, 2022			April 28, 2023		
		Fair Value Measurements at Reporting Date Using			Fair Value Measurements at Reporting Date Using	
	Total	Level 1	Level 2	Total	Level 1	Level 2
Cash and cash equivalents:						
Cash	$ 1,875	$ 1,875	$ —	$ 1,463	$ 1,463	$ —
Money market funds	2,166	2,166	—	794	794	—
Certificates of deposit	71	—	71	59	—	59
Total cash and cash equivalents	4,112	4,041	71	2,316	2,257	59
Short-term investments:						
Corporate bonds	9	—	9			
U.S. Treasury and government debt securities	13	13	—	754	754	—
Total short-term investments	22	13	9	754	754	—
Total cash, cash equivalents and short-term investments	$ 4,134	$ 4,054	$ 80	$ 3,070	$ 3,011	$ 59
Other items:						

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Mutual funds (1)	$ 6	$	6	$	—	$	7	$	7	$	—
Mutual funds (2)	$ 30	$	30	$	—	$	29	$	29	$	—
Foreign currency exchange contracts assets (1)	$ 2	$	—	$	2	$	13	$	—	$	13
Foreign currency exchange contracts liabilities (3)	$ (2 9)	$	—	$	(29)	$	(4)	$	—	$	(4)

(1) Reported as other current assets in the consolidated balance sheets
(2) Reported as other non-current assets in the consolidated balance sheets
(3) Reported as accrued expenses in the consolidated balance sheets

Our Level 2 debt instruments are held by a custodian who prices some of the investments using standard inputs in various asset price models or obtains investment prices from third-party pricing providers that incorporate standard inputs in various asset price models. These pricing providers utilize the most recent observable market information in pricing these securities or, if specific prices are not available for these securities, use other observable inputs like market transactions involving identical or comparable securities. We review Level 2 inputs and fair value for reasonableness and the values may be further validated by comparison to multiple independent pricing sources. In addition, we review third-party pricing provider models, key inputs and assumptions and understand the pricing processes at our third-party providers in determining the overall reasonableness of the fair value of our Level 2 debt instruments. As of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, we have not made any adjustments to the prices obtained from our third-party pricing providers.

Fair Value of Debt

As of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, the fair value of our long-term debt was approximately $2,206 2,209 million and $2,491 2,206 million, respectively. The fair value of our long-term debt was based on observable market prices in a less active market.

8. Financing Arrangements

Long-Term Debt

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The following table summarizes information relating to our long-term debt, which we collectively refer to as our Senior Notes (in millions, except interest rates):

	Effective Interest Rate	April 28, 2023	April 29, 2022	Effective Interest Rate	April 26, 2024	April 28, 2023
3.25% Senior Notes Due December 2022	3.43%	$ —	$ 250			
3.30% Senior Notes Due September 2024	3.42%	400	400	3.42%	$ 400	$ 400
1.875% Senior Notes Due June 2025	2.03%	750	750	2.03%	750	750
2.375% Senior Notes Due June 2027	2.51%	550	550	2.51%	550	550
2.70% Senior Notes Due June 2030	2.81%	700	700	2.81%	700	700
Total principal amount		2,400	2,650		2,400	2,400
Unamortized discount and issuance costs		(11)	(14)		(8)	(11)
Total senior notes		2,389	2,636		2,392	2,389
Less: Current portion of long-term debt		—	(250)		(400)	—
Total long-term debt		$ 2,389	$ 2,386		$ 1,992	$ 2,389

Senior Notes

Our $750 million aggregate principal amount of 1.875% Senior Notes due 2025, $550 million aggregate principal amount of 2.375% Senior Notes due 2027 and $700 million aggregate principal amount of 2.70% Senior Notes due 2030, were each issued in June 2020. Interest on each of these Senior Notes is payable semi-annually in June and December. Our 3.30% Senior Notes, with a principal amount of $400 million, were issued in September 2017 with interest paid semi-annually in March and September.

On September 15, 2022, we extinguished our 3.25% Senior Notes due December 2022 for an aggregate cash redemption price of $252 million, comprised of the principal and unpaid interest.

Our Senior Notes, which are unsecured, unsubordinated obligations, rank equally in right of payment with any existing and future senior unsecured indebtedness.

We may redeem the Senior Notes in whole or in part, at any time at our option at specified redemption prices. In addition, upon the occurrence of certain change of control triggering events, we may be required to repurchase the Senior Notes under specified terms. The Senior Notes also include covenants that limit our ability to incur debt secured by liens on

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assets or on shares of stock or indebtedness of our subsidiaries; to engage in certain sale and lease-back transactions; and to consolidate, merge or sell all or substantially all of our assets. As of April 28, 2023 April 26, 2024, we were in compliance with all covenants associated with the Senior Notes.

As of April 28, 2023 April 26, 2024, our aggregate future principal debt maturities are as follows (in millions):

Fiscal Year	Amount	Amount
2024	$ —	
2025	400	$ 400
2026	750	750
2027	—	—
2028	550	550
Thereafter	700	700
Total	$ 2,400	$ 2,400

Commercial Paper Program and Credit Facility

We have a commercial paper program (the Program) "Program"), under which we may issue unsecured commercial paper notes. Amounts available under the Program, as amended in July 2017, may be borrowed, repaid and re-borrowed, with the aggregate face or principal amount of the notes outstanding under the Program at any time not to exceed $1.0 billion. The maturities of the notes can vary, but may not exceed 397 days from the date of issue. The notes are sold under customary terms in the commercial paper market and may be issued at a discount from par or, alternatively, may be sold at par and bear interest at rates dictated by market conditions at the time of their issuance. The proceeds from the issuance of the notes are used for general corporate purposes. There were no commercial paper notes outstanding as of April 28, 2023 April 26, 2024 or April 29, 2022 April 28, 2023.

In connection with the Program, we have a senior unsecured credit agreement with a syndicated group of lenders. The credit agreement, which was amended in May 2023 primarily to replace the London Interbank Offered Rate (LIBOR) with the Secured Overnight Financing Rate (SOFR) as the basis for establishing the interest rate applicable to certain borrowings under the agreement, provides for a $1.0 billion revolving unsecured credit facility, with a sublimit of $50 million available for the issuance of letters of credit on our behalf. The credit facility matures on January 22, 2026, with an option for us to extend the maturity date for two additional 1-year periods, subject to certain conditions. The proceeds of the loans may be used by us for general corporate purposes and as liquidity support for our existing commercial paper program. As

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of April 28, 2023 April 26, 2024, we were compliant with all associated covenants in the agreement. No amounts were drawn against this credit facility during any of the periods presented.

9. Leases

We lease real estate, equipment and automobiles in the U.S. and internationally. Our real estate leases, which are responsible for the majority of our aggregate ROU asset and liability balances, include leases for office space, data centers and other facilities, and as of April 28, 2023 April 26, 2024, have remaining lease terms not exceeding 1918 years. Some of these leases contain options that allow us to extend or terminate the lease agreement. Our equipment leases are primarily for servers and networking equipment and as of April 28, 2023 April 26, 2024, have remaining lease terms not exceeding 4 years. As of April 28, 2023 April 26, 2024, our automobile leases have remaining lease terms not exceeding 4years. All our leases are classified as operating leases except for certain immaterial equipment finance leases.

In April 2021, we entered into a lease for our new corporate headquarters located in San Jose, California, which is comprised of approximately three hundred thousand square feet of office space and requires future minimum undiscounted payments of approximately $180 million over the initial 11-year lease term. The lease agreement also provides us two successive renewal options, each for five years. The lease commenced during the first quarter of fiscal 2022.

The components of lease cost related to our operating leases were as follows (in millions):

	Year Ended		Year Ended	
	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Operating lease cost	$ 61	$ 61	$ 53	$ 61
Variable lease cost	16	15	15	16
Total lease cost	$ 77	$ 76	$ 68	$ 77

Variable lease cost is primarily attributable to amounts paid to lessors for common area maintenance and utility charges under our real estate leases.

The supplemental cash flow information related to our operating leases is as follows (in millions):

	Year Ended		Year Ended	
	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Cash paid for amounts included in the measurement of operating lease liabilities	$ 55	$ 56	$ 50	$ 55

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Right-of-use assets obtained in exchange for new operating lease obligations	$ 38	$ 236	$ 17	$ 38

The supplemental balance sheet information related to our operating leases is as follows (in millions, except lease term and discount rate):

	April 28, 2023	April 29, 2022
Other non-current assets	$ 281	$ 294
Total operating lease ROU assets	$ 281	$ 294
Accrued expenses	$ 47	$ 47
Other long-term liabilities	248	257
Total operating lease liabilities	$ 295	$ 304
Weighted Average Remaining Lease Term	9.4 years	9.6 years
Weighted Average Discount Rate	3.0%	2.8%

	April 26, 2024	April 28, 2023
Other non-current assets	$ 247	$ 281
Total operating lease ROU assets	$ 247	$ 281
Accrued expenses	$ 40	$ 47
Other long-term liabilities	220	248
Total operating lease liabilities	$ 260	$ 295
Weighted Average Remaining Lease Term	9.2 years	9.4 years
Weighted Average Discount Rate	3.1%	3.0%

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Future minimum operating lease payments as of April 28, 2023 April 26, 2024 are as follows (in millions):

Fiscal Year	Amount	Amount
2024	$ 53	
2025	44	$ 45
2026	38	40
2027	32	34
2028	27	29
2029		27
Thereafter	149	127
Total lease payments	343	302
Less: Interest	(48)	(42)
Total	$ 295	$ 260

10. Stockholders' Equity

Equity Incentive Programs

The 2021 Plan — The 2021 Equity Incentive Plan (the 2021 Plan) was adopted by our Board of Directors and approved by the stockholders on September 10, 2021. The 2021 Plan replaced the 1999 Stock Option Plan (the 1999 Plan), and the 1999 Plan terminated effective as of September 11, 2021, except that the 1999 Plan will continue to govern awards outstanding thereunder as of the date of such plan's termination and such awards will continue in force and effect until terminated pursuant to their terms. The 2021 Plan provides for the granting of incentive stock options, nonstatutory stock options, stock appreciation rights, restricted stock, restricted stock units, and performance awards to our employees, directors, and consultants.

Under the 2021 Plan, the Board of Directors may grant to employees, nonemployee directors, consultants and independent advisors options to purchase shares of our common stock during their period of service. The exercise price for an incentive stock option and a nonstatutory option cannot be less than 100% of the fair market value of the common stock on the grant date. The 2021 Plan prohibits the repricing of any outstanding stock option or stock appreciation right after it has been granted or to cancel any outstanding stock option or stock appreciation right and immediately replace it with a new stock option or stock appreciation right with a lower exercise price unless approved by stockholders. RSUs granted under the 2021 Plan include time-based RSUs that generally vest over a four-year period with 25% vesting on the first anniversary of the grant date and 6.25% vesting quarterly thereafter. The Compensation Committee of the Board of Directors (the Compensation Committee) has the discretion to use different vesting schedules. In addition, performance-based RSUs may be granted under the 2021 Plan and are subject to performance criteria and vesting terms specified by the Compensation Committee.

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During fiscal 2024, the shares reserved for issuance under the Plan were increased by 13 million shares of common stock. As of April 28, 2023 April 26, 2024, 1 10 million shares were available for grant under the 2021 Plan.

Stock Options

Less than 1 million stock options were outstanding as of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023.

Additional information related to our stock options is summarized below (in millions):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Intrinsic value of exercises	$ 7	$ 14	$ 11	$ 9	$ 7	$ 14
Proceeds received from exercises	$ 1	$ 1	$ 8	$ 2	$ 1	$ 1
Fair value of options vested	$ 4	$ 5	$ 5	$ 2	$ 4	$ 5

Restricted Stock Units

In the first quarter of fiscal 2024, due to an insufficient number of remaining shares available for issuance under the 2021 Plan, most of the awards granted in that period were subject to cash settlement upon vesting, and accounted for as liability awards. However, in the second quarter of fiscal 2024, stockholders approved an increase in the number of shares available for issuance under the 2021 Plan, and these awards, by their terms, automatically became share-settled, equity-classified awards. The modification resulted in the elimination of the $4 million liability related to these awards, with a corresponding increase to additional paid-in capital, as presented on the Statements of Stockholders' Equity for the twelve months ended April 26, 2024.

In fiscal 2024, 2023 2022 and 2021, 2022, we granted PBRSUs to certain of our executives. Each PBRSU has performance-based vesting criteria (in addition to the service-based vesting criteria) such that the PBRSU cliff-vests PBRSUs cliff-vest at the end of either an approximate one, two or a three year performance period, which began on the date specified in the grant agreement agreements and typically ends on the last day of the first, second or third fiscal year, respectively, following the grant date. The number of shares of common stock that will be issued used to settle most calculate the settlement amount for all of these PBRSUs at the end of the applicable performance and service period

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will range from 0% to 200% of a target number of shares originally granted. For half of the PBRSUs granted in fiscal 2024 and 2023, and for most of the PBRSUs granted in fiscal 2022, and fiscal 2021, the number of shares issued used to calculate the settlement amount will depend upon our Total Stockholder Return (TSR) as compared to the TSR of a specified group of benchmark peer companies (each expressed as a growth rate percentage) calculated as of the end of the performance period. The fair values of these awards were fixed at grant date using a Monte Carlo simulation model. For the remaining half of the PBRSUs granted in the fiscal 2024 and 2023, the number of shares issued used to calculate the settlement amount will depend upon the Company's billings result average over the three-year performance period as compared to a predetermined. The billings target. result average is computed based on achievement against annual billings targets, with each target set at the beginning of the respective fiscal year, during the three-year performance period. Billings for purposes of measuring the performance of these PBRSUs means the total obtained by adding net revenues as reported on the Company's Consolidated Statements of Income to the amount reported as the change in deferred revenue and financed unearned services revenue on the Consolidated Statements of Cash Flows for the applicable measurement period, excluding the impact of fluctuations in foreign currency exchange rates. The fair values of these billings PBRSUs were established consistent with our methodology for valuing time-based RSUs, while compensation cost was recognized based on the probable outcome of the performance condition. The aggregate grant date fair value of all PBRSUs granted in fiscal 2024, 2023 and 2022 and 2021 was $39 million, $28 million $59 million and $27 59 million, respectively, and these amounts are being recognized to compensation expense over the shorter of the remaining applicable performance or performance/service periods.

As of April 28, 2023 April 26, 2024, April 29, 2022 April 28, 2023 and April 30, 2021 April 29, 2022, there were approximately 1 million PBRSUs outstanding.

The following table summarizes information related to RSUs, including PBRSUs (in millions, except for fair value):

	Number of Shares	Weighted-Average Grant Date Fair Value	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding as of April 24, 2020	7	$ 51.40		
Granted	6	$ 42.46		
Vested	(3)	$ 44.74		
Forfeited	(1)	$ 51.20		
Outstanding as of April 30, 2021	9	$ 47.75	9	$ 47.75
Granted	5	$ 80.40	5	$ 80.40
Vested	(3)	$ 48.91	(3)	$ 48.91
Forfeited	(1)	$ 57.46	(1)	$ 57.46
Outstanding as of April 29, 2022	10	$ 64.09	10	$ 64.09
Granted	8	$ 59.87	8	$ 59.87

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Vested	(4)	$	62.85	(4)	$	62.85
Forfeited	(2)	$	61.99	(2)	$	61.99
Outstanding as of April 28, 2023	12	$	62.08	12	$	62.08
Granted				5	$	76.46
Vested				(5)	$	59.32
Forfeited				(1)	$	65.17
Outstanding as of April 26, 2024				11	$	68.87

We primarily use the net share settlement approach upon vesting, where a portion of the shares are withheld as settlement of employee withholding taxes, which decreases the shares issued to the employee by a corresponding value. The number and value of the shares netted for employee taxes are summarized in the table below (in millions):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Shares withheld for taxes	1	1	1	2	1	1
Fair value of shares withheld	$ 84	$ 74	$ 42	$ 128	$ 84	$ 74

Employee Stock Purchase Plan

Eligible employees are offered shares through a 24-month offering period, which consists of four consecutive 6-month purchase periods. Employees may purchase a limited number of shares of the Company's stock at a discount of up to 15% of the lesser of the market value at the beginning of the offering period or the end of each 6-month purchase period. On September 10, 2021 September 13, 2023, the ESPP was amended to increase the shares reserved for issuance by 3 million shares of common stock. As of April 28, 2023 April 26, 2024, 2 4 million shares were available for issuance. The following table summarizes activity related to the purchase rights issued under the ESPP (in millions):

	Year Ended	Year Ended

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	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Shares issued under the ESPP	2	3	2	2	2	3
Proceeds from issuance of shares	$ 107	$ 104	$ 90	$ 99	$ 107	$ 104

Stock-Based Compensation Expense

Stock-based compensation expense is included in the consolidated statements of income as follows (in millions):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Cost of product revenues	$ 5	$ 4	$ 4	$ 6	$ 5	$ 4
Cost of hardware support and other services revenues	19	13	10	23	19	13
Sales and marketing	135	115	92	143	135	115
Research and development	111	75	64	132	111	75
General and administrative	42	38	27	53	42	38
Total stock-based compensation expense	$ 312	$ 245	$ 197	$ 357	$ 312	$ 245

As of April 28, 2023 April 26, 2024, total unrecognized compensation expense related to our equity awards was $606 578 million, which is expected to be recognized on a straight-line basis over a weighted-average remaining service period of 2.2 2.0 years.

Valuation Assumptions

The valuation of RSUs and ESPP purchase rights and the underlying weighted-average assumptions are summarized as follows:

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
RSUs:						
Risk-free interest rate	3.1%	0.5%	0.2%	4.9%	3.1%	0.5%
Expected dividend yield	2.9%	2.4%	4.4%	2.6%	2.9%	2.4%
Weighted-average fair value per share granted	$ 59.87	$ 80.40	$ 42.46	$ 76.46	$ 59.87	$ 80.40

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ESPP:						
Expected term in years	1.2	1.2	1.2	1.2	1.2	1.2
Risk-free interest rate	3.9%	0.2%	0.2%	4.9%	3.9%	0.2%
Expected volatility	36%	37%	47%	30%	36%	37%
Expected dividend yield	2.9%	2.4%	4.4%	2.8%	2.9%	2.4%
Weighted-average fair value per right granted	$ 21.28	$ 24.75	$ 10.08	$ 17.37	$ 21.28	$ 24.75

Stock Repurchase Program

As of April 28, 2023 April 26, 2024, our Board of Directors has authorized the repurchase of up to $15.1 16.1 billion of our common stock. Under this program, which we may suspend or discontinue at any time, we may purchase shares of our outstanding common stock through solicited or unsolicited transactions in the open market, in privately negotiated transactions, through accelerated share repurchase programs, pursuant to a Rule 10b5-1 plan or in such other manner as deemed appropriate by our management. The stock repurchase program may be suspended or discontinued at any time.

The following table summarizes activity related to this the stock repurchase program for our fiscal years of 2024, 2023 and 2022 (in millions, except for per share amounts):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Number of shares repurchased	13	7	2	12	13	7
Average price per share	$ 66.42	$ 84.49	$ 67.61	$ 77.87	$ 66.42	$ 84.49
Stock repurchases allocated to additional paid-in capital	$ 45	$ 20	$ 3	$ 102	$ 45	$ 20
Stock repurchases allocated to retained earnings	$ 805	$ 580	$ 122	$ 798	$ 805	$ 580

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Remaining authorization at end of period	$ 402	$ 1,252	$ 352	$ 502	$ 402	$ 1,252

Since the May 13, 2003 inception of our stock repurchase program through April 28, 2023 April 26, 2024, we repurchased a total of 360 372 million shares of our common stock at an average price of $40.89 42.04 per share, for an aggregate purchase price of $14.7 15.6 billion. On May 26, 2023 May 23, 2024 our Board of Directors authorized the repurchase of an additional $1.0 billion of our common stock.

Preferred Stock

Our Board of Directors has the authority to issue up to 5 million shares of preferred stock and to determine the price, rights, preferences, privileges, and restrictions, including voting rights, of those shares without any further vote or action by the stockholders. No shares of preferred stock were issued or outstanding in any period presented.

Dividends

The following is a summary of our fiscal 2024, 2023 2022 and 2021 2022 activities related to dividends on our common stock (in millions, except per share amounts).

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Dividends per share declared	$ 2.00	$ 2.00	$ 1.92	$ 2.00	$ 2.00	$ 2.00
Dividend payments allocated to additional paid-in capital	$ 106	$ —	$ 30	$ 171	$ 106	$ —
Dividend payments allocated to retained earnings	$ 326	$ 446	$ 397	$ 245	$ 326	$ 446

On May 26, 2023 May 23, 2024, we declared a cash dividend of $0.50 0.52 per share of common stock, payable on July 26, 2023 24, 2024 to shareholders of record as of the close of business on July 7, 2023 5, 2024. The timing and amount of future dividends will depend on market conditions, corporate business and financial considerations and regulatory requirements. All dividends declared have been determined by the Company to be legally authorized under the laws of the state in which we are incorporated.

Accumulated Other Comprehensive Income (Loss)

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Changes in accumulated other comprehensive income (loss) (AOCI) by component, net of tax, are summarized below (in millions):

	Foreign Currency Translation Adjustments	Defined Benefit Obligation Adjustments	Unrealized Gains (Losses) on Available-for-Sale Securities	Unrealized Gains (Losses) on Cash Flow Hedges	Total	Foreign Currency Translation Adjustments	Defined Benefit Obligation Adjustments	Unrealized Gains (Losses) on Available-for-Sale Securities	Unrealized Gains (Losses) on Cash Flow Hedges	Total
Balance as of April 24, 2020	$ (42)	$ (1)	$ 1	$ —	$ (42)					
OCI before reclassifications, net of tax	15	(3)	—	(11)	1					
Amounts reclassified from AOCI, net of tax	—	—	—	11	11					
Total OCI	15	(3)	—	—	12					
Balance as of April 30, 2021	(27)	(4)	1	—	(30)	$ (27)	$ (4)	$ 1	$ —	$ (30)
OCI before reclassifications, net of tax	(17)	3	(1)	8	(7)	(17)	3	(1)	8	(7)
Amounts reclassified from AOCI, net of tax	—	—	—	(7)	(7)	—	—	—	(7)	(7)

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Total OCI	(17)	3	(1)	1	(14)	(17)	3	(1)	1	(14)
Balance as of April 29, 2022	(44)	(1)	—	1	(44)	(44)	(1)	—	1	(44)
OCI before reclassifications, net of tax	(4)	(2)	—	(6)	(12)	(4)	(2)	—	(6)	(12)
Amounts reclassified from AOCI, net of tax	—	—	—	5	5	—	—	—	5	5
Total OCI	(4)	(2)	—	(1)	(7)	(4)	(2)	—	(1)	(7)
Balance as of April 28, 2023	$ (48)	$ (3)	$ —	$ —	$ (51)	(48)	(3)	—	—	(51)
OCI before reclassifications, net of tax						(5)	(4)	—	2	(7)
Amounts reclassified from AOCI, net of tax						—	—	—	(1)	(1)
Total OCI						(5)	(4)	—	1	(8)
Balance as of April 26, 2024						$ (53)	$ (7)	$ —	$ 1	$ (59)

The amounts reclassified out of AOCI are as follows (in millions):

Year Ended			Statements of Income	Year Ended			Statements of Income
April 28, 2023	April 29, 2022	April 30, 2021	Classification	April 26, 2024	April 28, 2023	April 29, 2022	Classification

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Realized losses (gains) on cash flow hedges	$ 5	$ (7)	$ 11	Net revenues				
Realized (gains) losses on cash flow hedges					$ (1)	$ 5	$ (7)	Net revenues
Total reclassifications	$ 5	$ (7)	$ 11		$ (1)	$ 5	$ (7)	

11. Derivatives and Hedging Activities

We use derivative instruments to manage exposures to foreign currency risk. Our primary objective in holding derivatives is to reduce the volatility of earnings and cash flows associated with changes in foreign currency exchange rates. The maximum length of time over which forecasted foreign currency denominated revenues are hedged is 12 months. The program is not designated for trading or speculative purposes. Our derivatives expose us to credit risk to the extent that the counterparties may be unable to meet their obligations under the terms of our agreements. We seek to mitigate such risk by limiting our counterparties to major financial institutions. In addition, the potential risk of loss with any one counterparty resulting from this type of credit risk is monitored on an ongoing basis. We also have in place master netting arrangements to mitigate the credit risk of our counterparties and to potentially reduce our losses due to counterparty nonperformance. We present our derivative instruments as net amounts in our consolidated balance sheets. The gross and net fair value amounts of such instruments were not material as of April 28, 2023 April 26, 2024 or April 29, 2022 April 28, 2023. All contracts have a maturity of less than 12 months.

The notional amount of our outstanding U.S. dollar equivalent foreign currency exchange forward contracts consisted of the following (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Cash Flow Hedges				
Forward contracts purchased	$ 95	$ 78	$ 71	$ 95
Balance Sheet Contracts				
Forward contracts sold	$ 965	$ 841	$ 881	$ 965
Forward contracts purchased	$ 96	$ 129	$ 11	$ 96

The effect of cash flow hedges recognized in net revenues is presented in the consolidated statements of comprehensive income and Note 10 – Stockholders' Equity.

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The effect of derivative instruments not designated as hedging instruments recognized in other expense, income (expense), net on our consolidated statements of income was as follows (in millions):

	Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021
	Gain (Loss) Recognized into Income		
Foreign currency exchange contracts	$ 4	$ (91)	$ 20

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
	Gain (Loss) Recognized into Income		
Foreign currency exchange contracts	$ (59)	$ 4	$ (91)

12. Restructuring Charges

During In each of the first and third quarter quarters of fiscal 2023, 2024, management approved a restructuring plan to redirect resources to highest return activities and reduce costs. As Each plan included a result, we recorded global workforce reduction of approximately 1% for which restructuring charges, in the third quarter comprised of employee severance-related expenses. This severance related expenses, were recorded during the first nine months of fiscal 2024. The plan initiated during the first quarter also included optimization of our global office space for our hybrid work model. In connection with that plan, we terminated certain real estate leases in various countries during the first nine months of fiscal 2024, resulting in restructuring charges primarily comprised of lease termination charges. The activities under these plans were substantially complete by the end of fiscal 2024.

In fiscal 2023, we executed, or continued to execute, restructuring plans to redirect resources to highest return activities, reduce costs and establish our international headquarters in Cork, Ireland. These plans collectively reduced our global workforce by approximately 8 9% and activities under this plan are substantially complete.

In the first quarter of fiscal 2023, we executed a restructuring plan to redirect resources to highest return activities, which included a reduction in our global workforce of approximately 1% , and resulted in restructuring charges comprised primarily of employee severance-related costs. Activities under this plan are substantially complete.

In fiscal 2023, we also continued activities related to the establishment of an international headquarters in Cork, Ireland, which was initiated in the fourth quarter of fiscal 2022, and incurred restructuring charges consisting primarily of severance-

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related costs and legal and tax-related professional fees. Substantially all activities Activities under this plan are complete. these plans were substantially complete by the end of fiscal 2023.

In the first quarter of fiscal 2022, we executed a restructuring plan to reduce the amount of office space we occupied as we allow more employees to work remotely. In connection with the plan, we also reduced our global workforce by approximately 1%. Charges related to the plan consisted primarily of office relocation costs, lease termination fees, and employee severance-related costs. Substantially all activities under the plan had been completed by the end of fiscal 2022.

Management has previously approved several restructuring actions in fiscal 2021, under which we reduced our global workforce by approximately 6%. Charges related to these restructuring plans consisted primarily of employee severance-related costs. Substantially all activities under these plans were completed as of the end of fiscal 2021.

Activities related to our restructuring plans are summarized as follows (in millions):

	Total	Total
Balance as of April 24, 2020	$ 1	
Net charges	42	
Cash payments	(42)	
Balance as of April 30, 2021	1	$ 1
Net charges	33	33
Cash payments	(31)	(31)
Balance as of April 29, 2022	3	3
Net charges	120	120
Cash payments	(87)	(87)
Balance as of April 28, 2023	$ 36	36
Net charges		44
Cash payments		(70)
Balance as of April 26, 2024		$ 10

Liabilities for our restructuring activities are included in accrued expenses in our consolidated balance sheets.

13. Income Taxes

Income before income taxes is as follows (in millions):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Domestic	$ 420	$ 546	$ 433	$ 472	$ 420	$ 546
Foreign	646	549	529	791	646	549

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Total	$ 1,066	$ 1,095	$ 962	$ 1,263	$ 1,066	$ 1,095

The provision (benefit) provision for income taxes consists of the following (in millions):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Current:						
Federal	$ 209	$ 187	$ 82	$ 89	$ 209	$ 187
State	39	55	22	25	39	55
Foreign	150	60	134	110	150	60
Total current	398	302	238	224	398	302
Deferred:						
Federal	(44)	(125)	6	24	(44)	(125)
State	(3)	(27)	2	6	(3)	(27)
Foreign	(559)	8	(14)	23	(559)	8
Total deferred	(606)	(144)	(6)	53	(606)	(144)
(Benefit) provision for income taxes	$ (208)	$ 158	$ 232			
Provision (benefit) for income taxes				$ 277	$ (208)	$ 158

During the second quarter of fiscal 2023, we completed an intra-entity asset transfer of certain IP to our international headquarters (the “IP Transfer”). The transaction resulted in a step-up of tax-deductible basis in the transferred assets, and accordingly, created a temporary difference where the tax basis exceeded the financial statement basis of such intangible assets, which resulted in the recognition of a discrete tax benefit and related deferred tax asset of $524 million during the second quarter of fiscal 2023. Management applied significant judgment when determining the fair value of the IP, which serves as the tax basis of the deferred tax asset. With the assistance of third-party valuation specialists, the fair value of the IP was determined principally based on the present value of projected cash flows related to the IP which reflects

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management's assumptions regarding projected revenues, earnings before interest and taxes, and a discount rate. The tax-deductible amortization related to the transferred IP rights will be recognized in future periods and any amortization that is unused in a particular year can be carried forward indefinitely. The deferred tax asset and the tax benefit were measured based on the enacted tax rates expected to apply in the years the asset is expected to be realized. We expect to realize the deferred tax asset resulting from the IP Transfer and will assess the realizability of the deferred tax asset quarterly. Any Organisation for Economic Co-operation and Development's ("OECD") actions adopted internationally could impact our financial results in future periods.

In September 2010, the Danish Tax Authorities issued a decision concluding that distributions declared in 2005 and 2006 by our Danish subsidiary were subject to Danish at-source dividend withholding tax. We did not believe that our Danish subsidiary was liable for such withholding tax and filed an appeal with the Danish Tax Tribunal. In December 2011, the Danish Tax Tribunal, which issued a ruling in favor of NetApp. The Danish tax examination agency appealed this decision at NetApp in December 2011. However, following escalations within the Danish High Court (DHC) in March 2012. In February 2016, judicial system over the DHC requested a preliminary ruling from the Court course of Justice of the European Union (CJEU). In March 2018, the Advocate General issued an opinion which was largely in favor of NetApp. The CJEU was not bound by the opinion of the Advocate General and issued its preliminary ruling in February 2019. On May 3, 2021, the DHC reached a decision resulting in NetApp prevailing numerous years, on the predominate distribution made in 2005. The smaller distribution made in 2006 was ruled in favor of the Danish Tax Authorities. On May 28, 2021, the Danish Tax Authorities appealed the DHC decision to the Danish Supreme Court. On January 9, 2023, the Danish Supreme Court reversed the lower court's decision and ruled the 2005 dividend was subject to withholding tax while the smaller 2006 distribution would not be subject to withholding tax. The Danish Supreme Court ruling on the distributions declared in 2005 and 2006 is non-appealable. During the third quarter of fiscal 2023, we recorded $69 million of discrete tax expense, which includes $23 million of withholding tax and $46 million of interest, associated with the Danish Supreme Court ruling.

interest.

The provision for income taxes differs from the amount computed by applying the statutory federal income tax rate as follows (in millions):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Tax computed at federal statutory rate	$ 224	$ 230	$ 202	$ 265	$ 224	$ 230
State income taxes, net of federal benefit	24	15	23	22	24	15
Foreign earnings in lower tax jurisdictions	(43)	(46)	(26)	(40)	(43)	(46)
Stock-based compensation	25	(8)	6	12	25	(8)
Research and development credits	(24)	(18)	(13)	(22)	(24)	(18)

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Benefit for foreign derived intangible income	—	(49)	(2)	—	—	(49)
Global minimum tax on intangible income	61	1	19	46	61	1
Transition tax and related reserves	—	1	1	—	—	1
Tax (benefits) charges from integration of acquired companies	(27)	23	35			
Tax charges (benefits) from integration of acquired companies				4	(27)	23
Tax benefit due to IP Transfer	(524)	—	—	—	(524)	—
Resolution of income tax matters (1)	71	(3)	(6)	(4)	71	(3)
Other	5	12	(7)	(6)	5	12
(Benefit) provision for income taxes	$ (208)	$ 158	$ 232			
Provision (benefit) for income taxes				$ 277	$ (208)	$ 158

(1) During fiscal 2024, we recognized a tax benefit related to the lapse of statute of limitations for certain issues in our fisc 2020 U.S. tax returns. During fiscal 2023, we recognized tax expense related to a Danish Supreme Court decision related to

withholding tax on a 2005 distribution as well as tax expense related to the currently in progress IRS audit of our fiscal 2018 and 2019 U.S. tax returns. During fiscal 2022, we recognized a tax benefit related to the lapse of statute of limitations for certain issues in our fiscal 2012 and 2013 state income tax returns. During fiscal 2021, we recognized a tax benefit related to the lapse of statutes of limitations for certain issues on our fiscal 2016 and 2017 federal income ta returns.

The components of our deferred tax assets and liabilities are as follows (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Deferred tax assets:				
Reserves and accruals	$ 189	$ 267	$ 126	$ 189
Net operating loss and credit carryforwards	124	121	129	124
Stock-based compensation	23	23	25	23
Deferred revenue and financed unearned services revenue	264	235	252	264

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Acquired intangibles	523	—	499	523
Capitalized research and development (1)	111	—	141	111
Other	10	6	12	10
Gross deferred tax assets	1,244	652	1,184	1,244
Valuation allowance	(113)	(111)	(121)	(113)
Deferred tax assets, net of valuation allowance	1,131	541	1,063	1,131
Deferred tax liabilities:				
Prepaids and accruals	94	108	90	94
Acquired intangibles	66	48	68	66
Property and equipment	50	39	36	50
Other	2	7	3	2
Total deferred tax liabilities	212	202	197	212
Deferred tax assets, net of valuation allowance and deferred tax liabilities	$ 919	$ 339	$ 866	$ 919

(1) As required under the Tax Cuts and Jobs Act of 2017, research and development expenditures are capitalized and amortized beginning in our fiscal 2023.

The valuation allowance increased by $2 8 million in fiscal 2023. 2024. The increase is mainly attributable to corresponding changes in deferred tax assets, primarily certain state tax credit carryforwards.

As of April 28, 2023 April 26, 2024, we have federal net operating loss carryforwards of approximately $17 10 million. In addition, we have gross state net operating loss and tax credit carryforwards of $13 9 million and $135 143 million, respectively. The majority of the state credit carryforwards are California research credits which are offset by a valuation allowance as we believe it is more likely than not that these credits will not be utilized. We also have $8 1 million of foreign net operating losses and $30 31 million of foreign tax credit carryforwards of which the majority were generated by our Dutch subsidiary and are fully offset by a valuation allowance. Certain acquired net operating loss carryforwards are subject to an annual limitation under Internal Revenue Code Section 382, but are expected to be realized with the exception of those which have a valuation allowance. The state and foreign net operating loss

carryforwards and credits will expire in various years from fiscal 2024 2025 through 2042. The federal net operating loss carryforwards, the California research credit, and the Dutch foreign tax credit carryforwards do not expire.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in millions):

	Year Ended	Year Ended

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	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Balance at beginning of period	$ 220	$ 221	$ 211	$ 222	$ 220	$ 221
Additions based on tax positions related to the current year	9	11	7	7	9	11
Additions for tax positions of prior years	1	—	11	—	1	—
Decreases for tax positions of prior years	(5)	(2)	—	(2)	(5)	(2)
Settlements	(3)	(10)	(8)	(7)	(3)	(10)
Balance at end of period	$ 222	$ 220	$ 221	$ 220	$ 222	$ 220

As of April 28, 2023 April 26, 2024, we had $222 220 million of gross unrecognized tax benefits, of which $144 153 million has been recorded in other long-term liabilities. Unrecognized tax benefits of $144 154 million, including penalties, interest and indirect benefits, would affect our provision for income taxes if recognized.

We recognized expense for increases to accrued interest and penalties related to unrecognized tax benefits in the income tax provision of approximately $7 11 million, $4 7 million and $1 4 million, respectively, in fiscal 2023, 2024, fiscal 2022 2023 and fiscal 2021. 2022. Accrued interest and penalties of $22 33 million and $15 22 million were recorded in the consolidated balance sheets as of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, respectively.

The Organisation for Economic Co-operation and Development (“OECD”) recently enacted model rules for a new global minimum tax framework known as Pillar Two. These rules have been agreed to by most OECD members. The OECD has since issued administrative guidance providing transition and safe harbor rules around the implementation of Pillar Two rules. On February 1, 2023, the FASB indicated that they believe taxes imposed under Pillar Two is an alternative minimum tax. Accordingly, deferred tax assets and liabilities associated with the minimum tax would not be recognized or adjusted for the estimated future effects of the minimum tax but would be recognized in the period incurred. We will be subject to Pillar Two rules starting in our fiscal year 2025. We do not currently expect Pillar Two taxes to have a significant impact on our financial statements, particularly due to the safe harbor relief during the transition period, but we are still closely monitoring developments.

Any OECD actions adopted internationally could impact our financial results in future periods.

The tax years that remain subject to examination for our major tax jurisdictions are shown below:

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Fiscal Years Subject to Examination for Major Tax Jurisdictions at April 28, 2023 April 26, 2024

2016 2018 — 2023 2024	United States — federal income tax
2018 — 2023 2024	United States — state and local income tax
2020 — 2023 2024	Australia
2018 — 2023 2024	Germany
2007 — 2023 2024	India
2017 2018 — 2023 2024	The Netherlands
2016 2017 — 2023 2024	Canada
2020 — 2024	Japan
2014 — 2024	Hong Kong
2022 — 2024	United Kingdom
2021 — 2024	France
2022 — 2024	Ireland

We are currently undergoing various income tax audits in the U.S. and audits in several foreign tax jurisdictions. Transfer pricing calculations are key topics under these audits and are often subject to dispute and appeals. We are effectively subject to federal tax examination adjustments for tax years ended on or after fiscal 2001, in that we have carryforward attributes from these years that could be subject to adjustment in the tax years of utilization.

We continue to monitor the progress of ongoing discussions with tax authorities and the impact, if any, of the expected expiration of the statute of limitations in various taxing jurisdictions. We engage in continuous discussion and negotiation with taxing authorities regarding tax matters in multiple jurisdictions. We believe that within the next 12 months, it is reasonably possible that either certain audits will conclude, certain statutes of limitations will lapse, or both. As a result of uncertainties regarding tax audits and their possible outcomes, an estimate of the range of possible impacts to unrecognized tax benefits in the next twelve months cannot be made at this time.

As of April 28, 2023 April 26, 2024, we continue to record a deferred tax liability related to state taxes on unremitted earnings of certain foreign entities. We estimate the unrecognized deferred tax liability related to the earnings we expect to be indefinitely reinvested to be immaterial. We will continue to monitor our plans to indefinitely reinvest undistributed earnings of foreign subsidiaries and will assess the related unrecognized deferred tax liability considering our ongoing projected global cash requirements, tax consequences associated with repatriation and any U.S. or foreign government programs designed to influence remittances.

14. Net Income per Share

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The following is a calculation of basic and diluted net income per share (in millions, except per share amounts):

	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Numerator:						
Net income	$ 1,274	$ 937	$ 730	$ 986	$ 1,274	$ 937
Denominator:						
Shares used in basic computation	217	223	222	208	217	223
Dilutive impact of employee equity award plans	3	6	4	5	3	6
Shares used in diluted computation	220	229	226	213	220	229
Net Income per Share:						
Basic	$ 5.87	$ 4.20	$ 3.29	$ 4.74	$ 5.87	$ 4.20
Diluted	$ 5.79	$ 4.09	$ 3.23	$ 4.63	$ 5.79	$ 4.09

Six Two million and four six million shares from outstanding employee equity awards were excluded from the diluted net income per share calculations for fiscal 2023 2024 and fiscal 2021, 2023, respectively, as their inclusion would have been anti-dilutive. No potential shares from outstanding employee equity awards were excluded from the diluted net income per share calculation for fiscal 2022.

15. Segment, Geographic, and Significant Customer Information

We have Our operations are organized into two operating segments and two reportable segments for financial reporting purposes: segments: Hybrid Cloud and Public Cloud. Our The two segments are based on the information reviewed by our Chief Operating Decision Maker (CODM), who is our the Chief Executive Officer, reviews certain financial information for components of our business, organized based on category of product/solution, to evaluate performance results and allocate resources. The CODM measures performance of each segment based on segment revenue and segment gross profit. We do not allocate to our segments certain cost of revenues which we manage at the corporate level. These unallocated costs include stock-based compensation and amortization of intangible assets. We do not allocate assets to our segments.

Hybrid Cloud offers a unified data storage portfolio of storage management and infrastructure solutions that help customers recast modernize their traditional data centers with the power of cloud. centers. This portfolio is designed supports structured and unstructured data with unified storage optimized for flash, disk, and cloud storage to operate with public clouds to unlock the potential of hybrid, multi-cloud operations. handle data-intensive workloads and

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applications. Hybrid Cloud is composed of software, hardware, and related support, as well as professional and other services.

Public Cloud offers a portfolio of products delivered primarily as-a-service, including related support. This portfolio includes cloud storage and data services and cloud operations CloudOps services. Public Cloud includes certain reseller arrangements in which the timing of our consideration follows the end user consumption of the reseller services.

Segment Revenues and Gross Profit

Financial information by segment is as follows (in millions, except percentages):

	Year Ended April 26, 2024		
	Hybrid Cloud	Public Cloud	Consolidated
Product revenues	$ 2,849	$ —	$ 2,849
Support revenues	2,488	—	2,488
Professional and other services revenues	320	—	320
Public cloud revenues	—	611	611
Net revenues	5,657	611	6,268
Cost of product revenues	1,131	—	1,131
Cost of support revenues	195	—	195
Cost of professional and other services revenues	243	—	243
Cost of public cloud revenues	—	203	203
Segment cost of revenues	1,569	203	1,772
Segment gross profit	$ 4,088	$ 408	$ 4,496
Segment gross margin	72.3 %	66.8 %	71.7 %
Unallocated cost of revenues[1]			63
Total gross profit			$ 4,433
Total gross margin			70.7 %

[1] Unallocated cost of revenues are composed of $29 million of stock-based compensation expense and $34 million of amortization of intangible assets.

	Year Ended April 28, 2023		
	Hybrid Cloud	Public Cloud	Consolidated

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Product revenues	$ 3,049	$ —	$ 3,049
Support revenues	2,419	—	2,419
Professional and other services revenues	319	—	319
Public cloud revenues	—	575	575
Net revenues	5,787	575	6,362
Cost of product revenues	1,511	—	1,511
Cost of support revenues	181	—	181
Cost of professional and other services revenues	211	—	211
Cost of public cloud revenues	—	184	184
Segment cost of revenues	1,903	184	2,087
Segment gross profit	$ 3,884	$ 391	$ 4,275
Segment gross margin	67.1%	68.0%	67.2%
Unallocated cost of revenues[1]			66
Total gross profit			$ 4,209
Total gross margin			66.2%

1 Unallocated cost of revenues are composed of $24 million of stock-based compensation expense and $42 million of amortization of intangible assets.

	Year Ended April 29, 2022		
	Hybrid Cloud	Public Cloud	Consolidated
Product revenues	$ 3,284	$ —	$ 3,284
Support revenues	2,344	—	2,344
Professional and other services revenues	294	—	294
Public cloud revenues	—	396	396
Net revenues	5,922	396	6,318
Cost of product revenues	1,541	—	1,541
Cost of support revenues	184	—	184
Cost of professional and other services revenues	205	—	205
Cost of public cloud revenues	—	118	118
Segment cost of revenues	1,930	118	2,048
Segment gross profit	$ 3,992	$ 278	$ 4,270
Segment gross margin	67.4%	70.2%	67.6%

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Unallocated cost of revenues[1]	50
Total gross profit	$ 4,220
Total gross margin	66.8%

1 Unallocated cost of revenues are composed of $17 million of stock-based compensation expense and $33 million of amortization of intangible assets.

	Year Ended April 30, 2021		
	Hybrid Cloud	Public Cloud	Consolidated
Product revenues	$ 2,991	$ —	$ 2,991
Support revenues	2,277	—	2,277
Professional and other services revenues	277	—	277
Public cloud revenues	—	199	199
Net revenues	5,545	199	5,744
Cost of product revenues	1,402	—	1,402
Cost of support revenues	201	—	201
Cost of professional and other services revenues	206	—	206
Cost of public cloud revenues	—	65	65
Segment cost of revenues	1,809	65	1,874
Segment gross profit	$ 3,736	$ 134	$ 3,870
Segment gross margin	67.4%	67.3%	67.4%
Unallocated cost of revenues[1]			55
Total gross profit			$ 3,815
Total gross margin			66.4%

1 Unallocated cost of revenues are composed of $14 million of stock-based compensation expense and $41 million of amortization of intangible assets.

Geographical Revenues and Certain Assets

Revenues summarized by geographic region are as follows (in millions):

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
United States, Canada and Latin America (Americas)	$ 3,193	$ 3,237	$ 3,343
Europe, Middle East and Africa (EMEA)	2,104	2,148	2,003
Asia Pacific (APAC)	971	977	972
Net revenues	$ 6,268	$ 6,362	$ 6,318

	Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021

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United States, Canada and Latin America (Americas)	$ 3,390	$ 3,460	$ 3,097
Europe, Middle East and Africa (EMEA)	2,063	1,979	1,775
Asia Pacific (APAC)	909	879	872
Net revenues	$ 6,362	$ 6,318	$ 5,744

Effective in the first quarter of fiscal 2024, management began evaluating revenues by geographic region based on the location to which products and services are delivered, rather than based on the location from which the customer relationship is managed. Prior year numbers have been recast to conform to the current year presentation.

Americas revenues consist of sales to Americas commercial and U.S. public sector markets. Sales to customers inside the U.S. were $2,973 2,952 million, $3,041 3,007 million and $2,784 3,095 million during fiscal 2024, 2023 2022 and 2021, 2022, respectively.

The majority of our assets, excluding cash, cash equivalents, short-term investments and accounts receivable, were attributable to our domestic operations. The following table presents cash, cash equivalents and short-term investments held in the U.S. and internationally in various foreign subsidiaries (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
U.S.	$ 887	$ 1,820	$ 1,142	$ 887
International	2,183	2,314	2,110	2,183
Total	$ 3,070	$ 4,134	$ 3,252	$ 3,070

With the exception of property and equipment, we do not identify or allocate our long-lived assets by geographic area. The following table presents property and equipment information for geographic areas based on the physical location of the assets (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
U.S.	$ 413	$ 392	$ 378	$ 413
International	237	210	226	237
Total	$ 650	$ 602	$ 604	$ 650

Significant Customers

The following customers, each of which is a distributor, accounted for 10% or more of our net revenues:

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	Year Ended			Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021	April 26, 2024	April 28, 2023	April 29, 2022
Arrow Electronics, Inc.	24 %	24 %	24 %	22 %	24 %	24 %
Tech Data Corporation	21 %	21 %	20 %			
TD Synnex Corporation (previously presented as Tech Data Corporation)				22 %	21 %	21 %

The following customers accounted for 10% or more of accounts receivable:

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Arrow Electronics, Inc.	15 %	10 %	10 %	15 %
Tech Data Corporation	19 %	19 %		
TD Synnex Corporation (previously presented as Tech Data Corporation)			26 %	19 %

16. Employee Benefits and Deferred Compensation

Employee 401(k) Plan

Our 401(k) Plan is a deferred salary arrangement under Section 401(k) of the Internal Revenue Code. Under the 401(k) Plan, participating U.S. employees may defer a portion of their pre-tax earnings, up to the IRS annual contribution limit. We match 100% of the first 2% of eligible earnings an employee contributes to the 401(k) Plan, and then match 50% of the next 4% of eligible earnings an employee contributes. An employee receives the full 4% match when he/she contributes at least 6% of his/her eligible earnings, up to a maximum calendar year matching contribution of $6,000. Our employer matching contributions to the 401(k) Plan were as follows (in millions):

	Year Ended		
	April 28, 2023	April 29, 2022	April 30, 2021
401(k) matching contributions	$ 33	$ 31	$ 29

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
401(k) matching contributions	$ 29	$ 33	$ 31

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Deferred Compensation Plan

We have a non-qualified deferred compensation plan that allows a group of employees within the U.S. to contribute base salary and commissions or incentive compensation on a tax deferred basis in excess of the IRS limits imposed on 401(k) plans. The marketable

securities related to these investments are held in a Rabbi Trust. The related deferred compensation plan assets and liabilities under the non-qualified deferred compensation plan were as follows (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Deferred compensation plan assets	$ 36	$ 36	$ 38	$ 36
Deferred compensation liabilities reported as:				
Accrued expenses	$ 7	$ 6	$ 6	$ 7
Other long-term liabilities	$ 29	$ 30	$ 32	$ 29

Defined Benefit Plans

We maintain various defined benefit plans to provide termination and postretirement benefits to certain eligible employees outside of the U.S. We also provide disability benefits to certain eligible employees in the U.S. Eligibility is determined based on the terms of our plans and local statutory requirements.

The funded status of our defined benefit plans, which is recognized in other long-term liabilities in our consolidated balance sheets, was as follows (in millions):

	April 28, 2023	April 29, 2022	April 26, 2024	April 28, 2023
Fair value of plan assets	$ 44	$ 39	$ 55	$ 44
Benefit obligations	(75)	(69)	(91)	(75)
Unfunded obligations	$ (31)	$ (30)	$ (36)	$ (31)

17. Commitments and Contingencies

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Purchase Orders and Other Commitments

In the ordinary course of business, we make commitments to third-party contract manufacturers and component suppliers to manage manufacturer lead times and meet product forecasts, and to other parties, to purchase various key components used in the manufacture of our products. A significant portion of our reported purchase commitments arising from these agreements consist of firm, non-cancelable, and unconditional commitments. As of April 28, 2023 April 26, 2024, we had $0.4 0.5 billion in non-cancelable purchase commitments for inventory. We record a liability for firm, non-cancelable and unconditional purchase commitments for quantities in excess of our future demand forecasts consistent with the valuation of our excess and obsolete inventory. As of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, such liability amounted to $15 20 million and $18 15 million, respectively, and is included in accrued expenses in our consolidated balance sheets. To the extent that such forecasts are not achieved, our commitments and associated accruals may change.

In addition to inventory commitments with contract manufacturers and component suppliers, we have open purchase orders and contractual obligations associated with our ordinary course of business for which we have not yet received goods or services. As of April 28, 2023 April 26, 2024, we had $0.3 billion in other purchase obligations.

Of the total $0.7 0.8 billion in purchase commitments, $0.5 0.6 billion is due in fiscal 2024, 2025, with the remainder due thereafter.

Financing Guarantees

While most of our arrangements for sales include short-term payment terms, from time to time we provide long-term financing to creditworthy customers. We have generally sold receivables financed through these arrangements on a non-recourse basis to third party financing institutions within 10 days of the contracts' dates of execution, and we classify the proceeds from these sales as cash flows from operating activities in our consolidated statements of cash flows. We account for the sales of these receivables as "true sales" as defined in the accounting standards on transfers of financial assets, as we are considered to have surrendered control of these financing receivables. Provided all other revenue recognition criteria have been met, we recognize product revenues for these arrangements, net of any payment discounts from financing transactions, upon product acceptance. We sold $38 67 million, $59 38 million and $102 59 million of receivables during fiscal 2024, 2023 and 2022, and 2021, respectively.

In addition, we enter into arrangements with leasing companies for the sale of our hardware systems products. These leasing companies, in turn, lease our products to end-users. The leasing companies generally have no recourse to us in the event of default by the end-user and we recognize revenue upon delivery to the end-user customer, if all other revenue recognition criteria have been met.

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Some of the leasing arrangements described above have been financed on a recourse basis through third-party financing institutions. Under the terms of recourse leases, which are generally three years or less, we remain liable for the aggregate unpaid remaining lease payments to the third-party leasing companies in the event of end-user customer default. These arrangements are generally collateralized by a security interest in the underlying assets. Where we provide a guarantee for recourse leases and collectability is probable, we account for these transactions as sales type leases. If collectability is not probable, the cash received is recorded as a deposit liability and revenue is deferred until the arrangement is deemed collectible. For leases that we are not a party to, other than providing recourse, we recognize revenue when control is transferred. As of April 28, 2023 April 26, 2024 and April 29, 2022 April 28, 2023, the aggregate amount by which such contingencies exceeded the associated liabilities was not significant. To date, we have not experienced significant losses under our lease financing programs or other financing arrangements.

We have entered into service contracts with certain of our end-user customers that are supported by third-party financing arrangements. If a service contract is terminated as a result of our non-performance under the contract or our failure to comply with the terms of the financing arrangement, we could, under certain circumstances, be required to acquire certain assets related to the service contract or to pay the aggregate unpaid financing payments under such arrangements. As of April 28, 2023 April 26, 2024, we have not been required to make any payments under these arrangements, and we believe the likelihood of having to acquire a material amount of assets or make payments under these arrangements is remote. The portion of the financial arrangement that represents unearned services revenue is included in deferred revenue and financed unearned services revenue in our consolidated balance sheets.

Legal Contingencies

When a loss is considered probable and reasonably estimable, we record a liability in the amount of our best estimate for the ultimate loss. However, the likelihood of a loss with respect to a particular contingency is often difficult to predict and determining a meaningful estimate of the loss or a range of loss may not be practicable based on the information available and the potential effect of future events and decisions by third parties that will determine the ultimate resolution of the contingency.

On August 14, 2019, a purported securities class action lawsuit was filed in the United States District Court for the Northern District of California, naming as defendants NetApp and certain of our executive officers. The complaint alleged that the defendants violated Section 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and SEC Rule 10b-5, by making materially false or misleading statements with respect to our financial guidance for fiscal 2020, as provided on May 22, 2019, and further alleged unspecified damages based on the decline in the market price of our shares following the issuance of the revised guidance on August 1, 2019. On July 30, 2021, the parties entered into a memorandum of understanding providing for the settlement of the class action, pursuant to which NetApp agreed to pay approximately $2.0 million in connection with the settlement, which was accrued during the three months ended July 30, 2021. On September 1, 2022, the court held a final approval hearing, approved the stipulation of settlement (which

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contained no admission of liability, wrongdoing or responsibility by any of the parties and provided for the mutual release by all parties), and dismissed the case with prejudice.

We are subject to various legal proceedings and claims that arise in the normal course of business. We may, from time to time, receive claims that we are infringing third parties' intellectual property rights, including claims for alleged patent infringement brought by non-practicing entities. We are currently involved in patent litigations litigation brought by non-practicing entities and other third parties. We believe we have strong arguments that our products do not infringe and/or the asserted patents are invalid, and we intend to vigorously defend against the plaintiffs' claims. However, there is no guarantee that we will prevail at trial and if a jury were to find that our products infringe, we could be required to pay significant monetary damages, and may cause product shipment delays or stoppages, require us to redesign our products, or require us to enter into royalty or licensing agreements.

Although management at present believes that the ultimate outcome of these proceedings, individually and in the aggregate, will not materially harm our financial position, results of operations, cash flows, or overall trends, legal proceedings are subject to inherent uncertainties, and unfavorable rulings or other events could occur. Unfavorable resolutions could include significant monetary damages. In addition, in matters for which injunctive relief or other conduct remedies are sought, unfavorable resolutions could include an injunction or other order prohibiting us from selling one or more products at all or in particular ways or requiring other remedies. An unfavorable outcome may result in a material adverse impact on our business, results of operations, financial position, cash flows and overall trends. No material accrual has been recorded as of April 28, 2023 April 26, 2024 related to such matters.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of NetApp, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of NetApp, Inc. and subsidiaries (the "Company") as of April 28, 2023 April 26, 2024, and April 29, 2022 April 28, 2023, the related consolidated statements of income, comprehensive income, cash flows, and stockholders' equity, for each of the three years in the period ended April 28, 2023 April 26, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of April 28, 2023 April 26, 2024, and April 29, 2022 April 28, 2023, and the results of its operations and its cash flows for each of the three years in the

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period ended April 28, 2023 April 26, 2024, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of April 28, 2023 April 26, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated June 14, 2023 June 10, 2024, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. US federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters Matter

The critical audit matters matter communicated below are matters is a matter arising from the current-period audit of the financial statements that were was communicated or required to be communicated to the audit committee and that (1) relate relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters matter below, providing a separate opinions opinion on the critical audit matters matter or on the accounts or disclosures to which they relate. it relates.

Revenue — Refer to Notes 1, 6, and 15 to the financial statements Financial Statements

Critical Audit Matter Description

Certain of the The Company's revenue contracts with customers often include the transfer of multiple promises (such products and services to the customer, such as cloud services, hardware systems, software licenses, software

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and support, hardware support, public cloud services and other services). The Company typically negotiates contracts with its customers, and while many of these contracts contain standard terms and conditions, certain large enterprises and distributors may have customer specific terms and performance obligations due to the nature of the contracts.

services. Pursuant to accounting principles generally accepted in the United States of America, the Company is required to evaluate whether each performance obligation represents goods and services that are distinct. distinct for purposes of determining the amount and timing of revenue recognition. A good or service is distinct where the customer can benefit from the good or service either on its own or together with other resources that are readily available from third parties or from the Company, and is distinct in the context of the contract, where the transfer of the good or service is separately identifiable from other promises in the contract. The evaluation of performance obligations can require significant judgment in certain contracts and could change the amount of revenue recognized in a given period.

We identified the evaluation of performance obligations in certain large enterprise and distributor contracts as a critical audit matter because of the significant judgment management makes in evaluating such contracts and the impact of such judgment on the amount of revenue recognized in a given particular period. This required a high degree of auditor judgment and an increased extent of testing.

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How the Critical Audit Matter Was Addressed in the Audit

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Our audit procedures related to the Company's evaluation of performance obligations for certain large enterprise and distributor contracts included the following, among others:

- We tested the effectiveness of internal controls related to the management's review of large enterprise contracts to evaluate and distributor contracts specifically around the review of the terms and conditions and proper evaluation of determine distinct performance obligations.
- We evaluated management's significant accounting policies related to revenue recognition for reasonableness and compliance with generally accepted accounting principles.
- We selected a sample of certain contracts for large enterprise and distributor with customers and performed the following:
    - Obtained and read contract source documents, including master agreements, amendments, and other documents that were part of the contract.

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- Assessed Evaluated the terms and conditions in the contract source documents and evaluated the appropriateness of management's application of their accounting policies in the evaluation of performance obligations.

Income Taxes — Refer to Note 13 to the financial statements

Critical Audit Matter Description

During the second quarter of fiscal 2023, the Company completed an intra-entity asset transfer of certain Intellectual Property ("IP"). The transaction resulted in a step-up of tax-deductible basis in the transferred assets, and accordingly, created a temporary difference where the tax basis exceeded the financial statement basis of such intangible assets, which resulted in the recognition of a discrete tax benefit and related deferred tax asset of $524 million.

The Company determined the fair value of the transferred IP based principally on the present value of projected cash flows related to the IP requiring management to make significant assumptions related to the discount rate and the forecast of future revenues and earnings before interest and taxes.

We identified the valuation of the IP as a critical audit matter because of the significant assumptions made by management to estimate the fair value of the IP. This required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value and tax transfer pricing specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the selection of the discount rate and forecasts of future revenues and earnings before interest and taxes.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the discount rate and forecasted future revenues and earnings before interest and taxes used by management to estimate the fair value of the IP included the following, among others:

- We tested the effectiveness of the control over management's valuation of the intra-entity IP transfer including management's selection of the discount rate and forecasts of future revenues and earnings before interest and taxes.
- With the assistance of our fair value and tax transfer pricing specialists, we evaluated the reasonableness of the discount rate, including testing the source information underlying the determination of the discount rate, testing the mathematical accuracy of the calculation, and developing a range of independent estimates and comparing those to the discount rate selected by management.
- We evaluated management's ability to accurately forecast future revenues and earnings before interest and taxes by comparing actual results to management's historical forecasts.
- We evaluated the reasonableness of management's forecasts of revenue and earnings before interest and taxes by comparing the forecasts to (1) historical results, (2) revenue growth and earnings before interest and taxes of comparable guideline public companies and (3) industry reports.

/s/ DELOITTE & TOUCHE LLP

San Jose, California Raleigh, North Carolina

June 14, 2023 10, 2024

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We have served as the Company's auditor since 1995.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of NetApp, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of NetApp, Inc. and subsidiaries (the "Company") as of April 28, 2023 April 26, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of April 28, 2023 April 26, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended April 28, 2023 April 26, 2024, of the Company and our report dated June 14, 2023 June 10, 2024, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. US federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

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A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

San Jose, California Raleigh, North Carolina
June 14, 2023 10, 2024

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

Item 9A. ***Controls and Procedures***

(a) Evaluation of Disclosure Controls and Procedures

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The phrase “disclosure controls and procedures” refers to controls and procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Securities Exchange Act of 1934, as amended (the Exchange Act), such as this Annual Report on Form 10-K, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the U.S. Securities and Exchange Commission (SEC). Disclosure controls and procedures are also designed to ensure that such information is accumulated and communicated to our management, including our Chief Executive Officer (CEO) and our Chief Financial Officer (CFO), as appropriate to allow timely decisions regarding required disclosure.

Under the supervision and with the participation of our management, including our CEO and CFO, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of April 28, 2023 April 26, 2024, the end of the fiscal period covered by this Annual Report on Form 10-K (the Evaluation Date). Based on this evaluation, our CEO and CFO concluded as of the Evaluation Date that our disclosure controls and procedures were effective such that the information required to be disclosed in our SEC reports (i) is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and (ii) is accumulated and communicated to our management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

(b) Management’s Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, our management concluded that, as of April 28, 2023 April 26, 2024, our internal control over financial reporting was effective at the reasonable assurance level based on those criteria.

The effectiveness of our internal control over financial reporting as of April 28, 2023 April 26, 2024 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is included in Part II, Item 8 of this Annual Report on Form 10-K.

(c) Changes in Internal Control Over Financial Reporting

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There has been no change in our internal control over financial reporting identified in connection with our evaluation required by paragraph (d) of rules 13a-15 and 15d-15 under the Exchange Act that occurred during the fourth quarter of fiscal 2023 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

None. *Insider Adoption or Termination of Trading Arrangements*

On March 21, 2024, Cesar Cernuda, President of the Company, entered into a 10b5-1 trading arrangement intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) promulgated under the Exchange Act. The trading arrangement will expire on March 31, 2025, and may be terminated earlier in the limited circumstances defined in the trading arrangement. An aggregate of up to 88,000 shares may be sold pursuant to the trading arrangement.

On March 21, 2024, The Nevens Family 1997 Trust, a trust affiliated with T. Michael Nevens, Chair of the Board of Directors of the Company, entered into a 10b5-1 trading arrangement intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) promulgated under the Exchange Act. The trading arrangement will expire on June 18, 2025, and may be terminated earlier in the limited circumstances defined in the trading arrangement. An aggregate of up to 10,000 shares may be sold pursuant to the trading arrangement.

No other directors or executive officers of the Company adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of the Company's securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any non-Rule 10b5-1 trading arrangement, (as defined in Item 408(c) of Regulation S-K) during the quarterly period covered by this report.

Form Equity Incentive Plan Agreements

On May 15, 2024, the Talent and Compensation Committee of the Board of Directors approved new forms of time-based restricted stock unit (RSU) and performance-based restricted stock unit (PBRSU) award agreements for all participants in the NetApp, Inc. 2021 Equity Incentive Plan, as amended (the “2021 Plan”), other than the members of the Board of Directors, to, among other things: eliminate the ability to settle awards in cash if there are not sufficient shares; provide that the performance period of PBRSUs, which vest based on total shareholder return, will commence on the date of grant; provide for full acceleration of RSUs in the event of death or disability; and provide for a number of clarifying and best practice changes.

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The foregoing is a summary description of the material terms of the changes to the forms of RSU award agreements and forms of PBRSU award agreements, and is qualified in its entirety by the text of each of the forms, which are attached hereto as Exhibits 10.20, 10.21, 10.22, and 10.23 and incorporated herein by reference.

In addition, the Board of Directors amended all outstanding RSU awards under the 2021 Plan to provide for the same death and disability vesting benefits described above.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not Applicable.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

The information required by Item 10 with respect to our executive officers is incorporated herein by reference from the information under Item 1 – Business of Part I of this Annual Report on Form 10-K under the section entitled “Information About Our Executive Officers.” The information required by Item 10 with respect to the Company’s directors and corporate governance is incorporated herein by reference from the information provided under the headings “Election of Directors” and “Corporate Governance,” respectively, in the Proxy Statement for the 2023 2024 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission within 120 days of our year ended April 28, 2023 April 26, 2024. The information required by Item 405 of Regulation S-K is incorporated herein by reference from the information provided under the heading “Delinquent Section 16(a) Reports” in the Proxy Statement for the 2023 2024 Annual Meeting of Stockholders, to the extent applicable.

We have adopted a written code of ethics that applies to our Board of Directors and all of our employees, including our principal executive officer and principal financial and accounting officer. A copy of the code of ethics, which we refer to as our “Code of Conduct,” is available on our website at http://netapp.com/us/media/code-of-conduct.pdf. We will post any amendments to or waivers from the provisions of our Code of Conduct on our website.

We have adopted our Insider Trading Policy governing the purchase, sale, and/or other dispositions of our securities by our directors, officers, and employees and other covered persons that we believe is reasonably designed to promote compliance with insider trading laws, rules and regulations, and the exchange listing standards applicable to us. A copy of our Insider Trading Policy is filed as Exhibit 19.1 to this Annual Report on Form 10-K.

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Item 11. *Executive Compensation*

Information regarding the compensation of executive officers and directors of the Company is incorporated by reference from the information under the headings “Executive Compensation and Related Information” and “Director Compensation,” respectively, in our Proxy Statement for the 2023 2024 Annual Meeting of Stockholders (provided that the information under the heading "Pay Versus Performance" shall not be deemed to be incorporated by reference herein).

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

Information regarding security ownership of certain beneficial owners and management and related stockholder matters is incorporated by reference from the information under the heading “Security Ownership of Certain Beneficial Owners and Management” in our Proxy Statement for the 2023 2024 Annual Meeting of Stockholders.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

Information regarding certain relationships and related transactions and director independence is incorporated by reference from the information under the headings “Corporate Governance” and “Certain Transactions with Related Parties” in our Proxy Statement for the 2023 2024 Annual Meeting of Stockholders.

Item 14. *Principal Accountant Fees and Services*

The information required by this item is incorporated by reference from the information under the caption “Audit Fees” in our Proxy Statement for the 2023 2024 Annual Meeting of Stockholders.

With the exception of the information incorporated in Items 10, 11, 12, 13 and 14 of this Annual Report on Form 10-K, NetApp’s Proxy Statement is not deemed “filed” as part of this Annual Report on Form 10-K.

PART IV

Item 15. *Exhibits, Financial Statement Schedules*

(a) Documents filed as part of this report

(1) All Financial Statements

See index to Consolidated Financial Statements in Part II, Item 8 of this Form 10-K 10-K.

(2) Financial Statement Schedules

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All financial statement schedules have been omitted, since the required information is not applicable or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements and notes thereto included in this Form 10-K.

(3) Exhibits required by Item 601 of Regulation S-K

The information required by this Section (a)(3) of Item 15 is as follows:

EXHIBIT INDEX

Exhibit No	Description	Incorporation by Reference				Description	Incorporation by Reference			
		Form	File No.	Exhibit	Filing Date		Form	File No.	Exhibit	Filing Date

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3.1	Certificate of Incorporation of the Company, as amended.	10-Q	000-27130	3.1	September 13, 2021
3.2	Bylaws of the Company.	8-K	000-27130	3.1	November 16, 2023

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4.1	Indenture dated December 12, 2012, by and between the Company and U.S. Bank National Association.	8-K	000-27130	4.1	December 12, 2012	Indenture dated December 12, 2012, by and between the Company and U.S. Bank National Association.	8-K	000-27130	4.1	December 12, 2012

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4.2	First Supplemental Indenture dated December 12, 2012, by and between the Company and U.S. Bank National Association.	8-K	000-27130	4.2	December 12, 2012	First Supplemental Indenture dated December 12, 2012, by and between the Company and U.S. Bank National Association.	8-K	000-27130	4.2	December 12, 2012

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4.3	Third Supplemental Indenture dated September 29, 2017 by and between the Company and U.S. Bank National Association.	8-K	000-27130	4.2	September 29, 2017	Second Supplemental Indenture dated June 5, 2014, by and between the Company and U.S. Bank National Association.	8-K	000-27130	4.1	June 5, 2014

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4.4	Fourth Supplemental Indenture, dated June 22, 2020, by and between NetApp, Inc. and U.S. Bank National Association.	8-K	000-27130	4.2	June 22, 2020	Third Supplemental Indenture dated September 29, 2017 by and between the Company and U.S. Bank National Association.	8-K	000-27130	4.2	September 29, 2017
4.5	Description of Capital Stock of the Company.	—	—	—	—	Fourth Supplemental Indenture, dated June 22, 2020, by and between NetApp, Inc. and U.S. Bank National Association.	8-K	000-27130	4.2	June 22, 2020

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4.6						Description of Capital Stock of the Company.	—	—	—	—
10.1*	Form of Indemnification Agreement by and between the Company and each of its directors and executive officers.	8-K	000-27130	10.1	May 31, 2023	Form of Indemnification Agreement by and between the Company and each of its directors and executive officers.	8-K	000-27130	10.1	May 31, 2023
10.2*	Form of Change of Control Severance Agreement.	8-K	000-27130	10.1	May 22, 2019	Form of Change of Control Severance Agreement.	8-K	000-27130	10.1	May 22, 2019

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10.3*	The Company's Amended and Restated Executive Compensation Plan, as amended effective June 20, 2018.	10-Q	000-27130	10.1	August 21, 2018
10.4*	The Company's Deferred Compensation Plan.	8-K	000-27130	2.1	July 7, 2005

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10.5*	The Company's Employee Stock Purchase Plan, as amended effective July 19, 2021.	DEF 14A	0-27130	Appendix B	July 30, 2021	The Company's Employee Stock Purchase Plan, as amended effective September 13, 2023.	8-K	000-27130	10.1	September 14, 2023

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10.6*	The Company's Amended and Restated 1999 Stock Option Plan, as amended effective July 19, 2018.	DEF 14A	000-27130	Appendix A	August 1, 2018						

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10.7*	Form of Restricted Stock Unit Agreement approved for use under the Company's amended and restated 1999 Stock Option Plan (Employees).	10-Q	000-27130	10.4	November 26, 2013

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10.8* 10.7*	Form of Restricted Stock Unit Agreement (Employees) approved for use under the Company's 1999 Stock option Plan, effective June 2019.	10-K	000-27130	10.14	June 15, 2020
10.9*	Form of Stock Option Agreement approved for use under the Company's amended and restated 1999 Stock Option Plan (Non-Employee Director Automatic Stock Option — Initial).	10-K	000-27130	10.29	July 8, 2005
10.10*	Form of Stock Option Agreement approved for use under the Company's amended and restated 1999 Stock Option Plan (Non-Employee Director Automatic Stock Option — Annual).	10-K	000-27130	10.28	July 8, 2005
10.11* 10.8*	Form of Restricted Stock Unit Agreement approved for use under the Company's amended and restated 1999 Stock Option Plan (Non-Employees Directors).	10-K	000-27130	10.17	June 18, 2010
10.12* 10.9*	Form of Restricted Stock Unit Agreement (Non-Employee Directors) approved for use under the Company's 1999 Stock Option Plan.	10-Q	000-27130	10.2	February 11, 2019
10.13* 10.10*	Form of Restricted Stock Unit Agreement (Non-Employee Directors) approved for use under the Company's 1999 Stock Option Plan, effective June 2019.	10-K	000-27130	10.19	June 15, 2020
10.14* 10.11*	Form of Restricted Stock Unit Agreement (Performance-Based) Total Stockholder Return approved for use under the Company's 1999 Stock Option Plan, effective June 2019.	10-K	000-27130	10.23	June 15, 2020

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10.15*	SolidFire, Inc. 2016 Stock Incentive Plan.	S-8	333-209570	99.2	February 17, 2016
10.16*	10.12* Spotinst Inc. 2016 Equity Incentive Plan.	S-8	333-248480	99.1	August 28, 2020
10.17*	10.13* The Company's 2021 Equity Incentive Plan, effective September 10, 2021 September 13, 2023.	DEF 14A	000-27130	Appendix A	July 30, September 14, 2023

10.14*	Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Employee), effective September 10, 2021.	10-Q	000-27130	10.1	December 2, 2021
10.15*	Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Senior Executive), effective September 10, 2021.	10-Q	000-27130	10.2	December 2, 2021
10.16*	Form of Restricted Stock Unit Agreement (Performance Based) under the Company's 2021 Equity Incentive Plan, effective September 10, 2021.	10-Q	000-27130	10.3	December 2, 2021
10.17*	Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Non-Employee Director), effective November 1, 2021.	10-Q	000-27130	10.1	March 2, 2022

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10.18*	Form of Restricted Stock Unit Agreement (Performance-Based) - Billings approved for use under the Company's 2021 Equity Incentive Plan, Effective July 1, 2022.	10-K	000-27130	10.27	June 14, 2023
10.19*	Form of Restricted Stock Unit Agreement (Performance-Based) - Total Shareholder Return approved for use under the Company's 2021 Equity Incentive Plan, effective July 1, 2022.	10-K	000-27130	10.28	June 14, 2023
10.20*	Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Senior Executive), effective May 15, 2024.	—	—	—	—
10.21*	Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (VP and Below), effective May 15, 2024.	—	—	—	—
10.22*	Form of Restricted Stock Unit Agreement (Performance-Based) - Billings under the Company's 2021 Equity Incentive Plan, effective May 15, 2024.	—	—	—	—
10.23*	Form of Restricted Stock Unit Agreement (Performance-Based) - Total Shareholder Return under the Company's 2021 Equity Incentive Plan, effective May 15, 2024.	—	—	—	—
10.24*	Cognigo Research Ltd. Amended and Restated Global Share Incentive Plan (2016).	S-8	333-232187	99.1	June 18, 2019
10.25*	CloudCheckr Inc. Amended and Restated 2017 Stock Option and Grant Plan.	S-8	333-261465	99.1	December 2, 2021

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10.26*	Outside Director Compensation Policy, as amended effective September 13, 2023.	10-Q	000-27130	10.3	August 29, 2023

10.18*	Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Employee), effective September 10, 2021.	10-Q	000-27130	10.1	December 2, 2021
10.19*	Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Senior Executive), effective September 10, 2021.	10-Q	000-27130	10.2	December 2, 2021
10.20*	Form of Restricted Stock Unit Agreement (Performance Based) under the Company's 2021 Equity Incentive Plan, effective September 10, 2021.	10-Q	000-27130	10.3	December 2, 2021
10.21*	Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Non-Employee Director), effective November 1, 2021.	10-Q	000-27130	10.1	March 2, 2022
10.22*	Plexistor Ltd. Amended and Restated Global Share Incentive Plan (2014).	S-8	333-219061	99.1	June 29, 2017

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10.23*	Cognigo Research Ltd. Amended and Restated Global Share Incentive Plan (2016).	S-8	333-232187	99.1	June 18, 2019
10.24*	CloudCheckr Inc. Amended and Restated 2017 Stock Option and Grant Plan.	S-8	333-261465	99.1	December 2, 2021
10.25*	Outside Director Compensation Policy, effective November 1, 2021.	10-Q	000-27130	10.2	March 2, 2022
10.26*	Amended and Restated Instaclustr US Holding, Inc. 2018 Stock Option Plan	S-8	333-265648	99.1	June 16, 2022
10.27*	Form of Restricted Stock Unit Agreement (Performance-Based) – Billings approved for use under the Company's 2021 Equity Incentive Plan, effective July 1, 2022	—	—	—	—
10.28*	Form of Restricted Stock Unit Agreement (Performance-Based) – Total Shareholder Return approved for use under the Company's 2021 Equity Incentive Plan, effective July 1, 2022	—	—	—	—
10.29	NetApp, Inc. Executive Retiree Health Plan, as amended and restated.	8-K	000-27130	10.1	November 21, 2016
10.30	Amended and Restated Credit Agreement, dated as of January 22, 2021, by and among the NetApp, Inc, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent.	8-K	000-27130	10.1	January 22, 2021

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10.31	Amendment No.1 to Amended and Restated Credit Agreement, dated as of November 17, 2021, by and among the Company, the	10-Q	000-27130	10.3	March 2, 2022
10.27*	Amended and Restated Instaclustr US Holding, Inc. 2018 Stock Option Plan	S-8	333-265648	99.1	June 16, 2022
10.28	Amended and Restated Credit Agreement, dated as of January 22, 2021, by and among the NetApp, Inc, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent.	8-K	000-27130	10.1	January 22, 2021
10.29	Amendment No.1 to Amended and Restated Credit Agreement, dated as of November 17, 2021, by and among the Company, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent.	10-Q	000-27130	10.3	March 2, 2022
10.30	Amendment No.2 to Amended and Restated Credit Agreement, dated as of May 3, 2023, by and among the Company, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent.	10-K	000-27130	10.32	June 14, 2023
10.31	Form of Dealer Agreement between the Company, as issuer, and each Dealer.	8-K	000-27130	10.2	December 12, 2016
10.32	Offer Letter for employment at the Company to César Cernuda, date March 23, 2020.	10-K	000-27130	10.58	June 15, 2020

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10.33	Senior Executive Employment Contract by and between NetApp Sales Spain S.L., a subsidiary of the Company, and Cesar Cernuda, effective January 1, 2021	10-Q	000-27130	10.1	January 29, 2021
10.34	Offer Letter for employment at the Company to Michael J. Berry, dated January 30, 2020.	10-Q	000-27130	10.1	August 28, 2020
10.35	Underwriting Agreement, dated June 17, 2020, by and among the Company, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, BofA Securities, Inc. and Morgan Stanley & Co. LLC.	8-K	000-27130	1.1	June 17, 2020
19.1	Insider Trading Policies and Procedures of the Company.	—	—	—	—
21.1	Subsidiaries of the Company.	—	—	—	—
23.1	Consent of Independent Registered Public Accounting Firm.	—	—	—	—
24.1	Power of Attorney (see signature page).	—	—	—	—

lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

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10.32	Amendment No.2 to Amended and Restated Credit Agreement, dated as of May 3, 2023, by and among the Company, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent.	—	—	—	—
10.33	Form of Dealer Agreement between the Company, as issuer, and each Dealer.	8-K	000-27130	10.2	December 12, 2016
10.34	Agreement of Purchase and Sale and Joint Escrow Instructions dated as of March 9, 2016 by and between the Company and Google Inc.	10-K	000-27130	10.41	June 22, 2016
10.35	First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of March 11, 2016, by and between the Company and Google Inc.	10-K	000-27130	10.42	June 22, 2016
10.36	Second Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of April 8, 2016, by and between the Company and Google Inc.	10-K	000-27130	10.43	June 22, 2016
10.37	Agreement of Purchase and Sale and Joint Escrow Instructions dated as of September 11, 2017 by and between the Company and Google Inc.	10-Q	000-27130	10.2	November 29, 2017
10.38	First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of October 2, 2017, by and between the Company and Google LLC.	10-Q	000-27130	10.3	November 29, 2017

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10.39	Second Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of October 25, 2017, by and between the Company and Google LLC.	10-Q	000-27130	10.4	November 29, 2017
10.40	Third Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of October 31, 2017, by and between the Company and Google LLC.	10-Q	000-27130	10.1	February 22, 2018
10.41	Fourth Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of November 2, 2017,	10-Q	000-27130	10.2	February 22, 2018

	by and between the Company and Google LLC.				
10.42	Fifth Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of November 8, 2017, by and between the Company and Google LLC.	10-Q	000-27130	10.3	February 22, 2018
10.43	Sixth Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of November 10, 2017, by and between the Company and Google LLC.	10-Q	000-27130	10.4	February 22, 2018

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10.44	Seventh Amendment to the Agreement of Purchase and Sale and Joint Escrow Instructions dated as of March 15, 2019 by and between the Company and Google LLC.	10-K	000-27130	10.54	June 18, 2019
10.45	Separation Agreement dated May 28, 2020 by and between the Company and Henri Richard.	10-K	000-27130	10.57	June 15, 2020
10.46	Offer Letter for employment at the Company to César Cernuda, date March 23, 2020.	10-K	000-27130	10.58	June 15, 2020
10.47	Senior Executive Employment Contract by and between NetApp Sales Spain S.L., a subsidiary of the Company, and Cesar Cernuda, effective January 1, 2021	10-Q	000-27130	10.1	January 29, 2021
10.48	Offer Letter for employment at the Company to Michael J. Berry, dated January 30, 2020.	10-Q	000-27130	10.1	August 28, 2020
10.49	Underwriting Agreement, dated June 17, 2020, by and among the Company, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, BofA Securities, Inc. and Morgan Stanley & Co. LLC.	8-K	000-27130	1.1	June 17, 2020
21.1	Subsidiaries of the Company.	—	—	—	—
23.1	Consent of Independent Registered Public Accounting Firm.	—	—	—	—
24.1	Power of Attorney (see signature page).	—	—	—	—

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31.1	Certification of the Chief Executive Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002.	—	—	—	—

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1. Certification of the Chief Financial Officer

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filed exhibit.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly

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authorized.

NETAPP, INC.

By: /s/ George Kurian
George Kurian

Chief Executive Officer and Director (Principal Executive Officer and Principal Operating Officer)

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Date: June 14, 2023 June 10, 2024

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints George Kurian and Michael J. Berry,

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and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Annual Report on Form 10-K, and to

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file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in

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connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the

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Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GEORGE KURIAN	Chief Executive Officer and Director (Principal	June 14, 2023

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George Kurian	Principal Executive Officer and Principal Operating Officer)
/s/ MICHAEL J. BERRY	Executive Vice President and Chief Financial Officer (Principal Financial

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Michael J. Berry (Officer)

/s/ ROBERT PARKS DANIEL DELORENZO

Robert Parks Daniel DeLorenzo (Principal Accounting Officer)

Vice President and Chief Accounting Officer

January 24, 2024

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/s/ T. MICHAEL NEVENS

Chairman of the Board

June 14, 2023

T. Michael Nevens

/s/ DEEPAK AHUJA

Director

June 10, 2024

Deepak Ahuja

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/s/ Anders Gustafsson

Director

June 10, 2024

/s/ Gerald Held

Director

June 14, 2023

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/s/ KATHRYN M. HILL Kathryn M. Hill	Director	June 14, 2023 June 10, 2024
/s/ DEBORAH KERR	Director	June 14, 2023 June 10, 2024

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Deborah Ker		24
/s/ CARRIE PALIN Carrie Palin	Director	June 10, 2024
/s/ SCOTT SCHENKEL Scott Schenkel	Director	June 14, 2023 10, 2024

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/s/ GEORGE T. SHAHEEN
George T. Shaheen
Director
June 14, 2023

/s/ CARRIE PALIN
Director
June 14, 2023

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Carrie Palin

/s/ DEEPAK AHUJA

Director

June 14, 2023

Deepak Ahuja

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Exhibit 4.5 4.6

DESCRIPTION OF

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CAPITAL STOCK

The following is a summary of information concerning the capital stock of NetApp, Inc. (“us,” “we,” or “our”). This summary does not purport to be complete and does not contain all the information that may be important to you.

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This summary is qualified in its entirety by the provisions of our certificate of incorporation and bylaws, each previously filed with the Securities and Exchange Commission, as well as the applicable provisions of the Delaware General Corporate Law

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(the “DGCL”). We encourage you to read our certificate of incorporation, our bylaws, and the applicable provisions of the DGCL carefully.

General

Our certificate of incorporation provides for one class of common stock and authoriz

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es shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Our authorized capital stock consists of 890,000,000 shares, with a par value of $0.001

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per share, of which:

- 885,000,000 shares are designated as common stock; and
- 5,000,000 shares are designated as preferred stock.

Common Stock

General

All issued and outstanding shares of our common stock

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are fully paid and nonassessable.

Voting Rights

Except as described below, each share of common stock is entitled to one vote at all meetings of stockholders. The holders of common stock are not entitled to cumulative voting rights in

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the election of directors.

Dividend Rights

Subject to the rights of any then-outstanding preferred stock, holders of our common stock are entitled to receive such dividends as may be declared by our board of directors out of funds legally availabl

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e therefor and to share ratably in the assets availabl e for distributi on upon liquidati on.

No Preemp tive or Similar Rights

Holders of our commo n stock have no preempt ive, subscrip

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tion or conversion rights and are not liable for further calls or assessments. There are no redemption or sinking fund provisions in effect with respect to the common stock.

Preferred Stock

Under our certificate of incorporation, our

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board of directors is authorized to issue shares of preferred stock from time to time in one or more series and to determine the rights, preferences, privileges and restrictions of those shares without any further vote or action by our stockholders. When shares

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of preferred stock are issued, certain rights of the holders thereof may materially affect the rights of the holders of the common stock, including voting rights and preferences in respect of dividends and liquidation.

Anti-Takeover Effects of

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Delaware Law and Our Certificate of Incorporation and Bylaws

Our certificate of incorporation and our bylaws contain provisions that could have certain anti-takeover effects. Among other things, our certificate of incorporation and our bylaws:

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- provide that stockholder action by written consent in lieu of a meeting is prohibited;
- establish an advance notice procedure with regard to the nomination, other than by or at the direction of the board of directors or a committee thereof, of

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candidates for election as directors and with regard to certain matters to be brought before a meeting of our stockholders; and

- authorizes our board of directors to fix, with respect to any series of preferred stock, the rights, preferences, privileg

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es and restrictions of shares of such series. In addition, Section 203 of the DGCL is applicable to us. Section 203 of the DGCL restricts some types of transactions and business combinations between a corporation and a 15% stockholder. A 15%

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stockholder is generally considered by Section 203 to be a person owning 15% or more of the corporation's outstanding voting stock. Section 203 refers to a 15% stockholder as an "interested stockholder." Section 203 restricts these transactions for a period

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of three years from the date that the stockholder acquires 15% or more of our outstanding voting stock. With some exceptions, unless the transaction is approved by our board of directors and the holders of at least two-thirds of the outstanding voting

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stock of the corporation, Section 203 prohibits significant business transactions such as:

- a merger with, disposition of significant assets to or receipt of disproportionate financial benefits by the interested stockholder; and

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- any other transaction that would increase the interested stockholder's proportionate ownership of any class or series of our capital stock.

The shares held by the interested stockholder are

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not counted as outstanding when calculating the two-thirds of the outstanding voting stock needed for approval.

The prohibition against these transactions does not apply if:

- prior to the time that any stockholder became an interest

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ed stockholder, our board of directors approved either the business combination or the transaction in which such stockholder acquired 15% or more of our outstanding voting stock; or

- the interested stockholder owns at

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least 85% of our outstanding voting stock as a result of a transaction in which such stockholder acquired 15% or more of our outstanding voting stock. Shares held by persons who are both directors and officers or by some types of employee stock

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plans are not counted as outstanding when making this calculation.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A. The transfer agent's address is P.O. Box 505005,

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Louisville, KY 40233-5005.

Market Listing

Our common stock is listed on The NASDAQ Global Select Market under the symbol “NTAP.”

Billings

Exhibit 10.27 10.20

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NETAPP, INC.

2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

NOTICE OF RESTRICTED STOCK UNIT GRANT

Unless Capitalized terms used but not otherwise defined herein, i

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n the Award Agreement (as defined below) shall have the meanings assigned to such terms defined in the NetApp, Inc. 2021 Equity Incentive Plan, as it may be amended or restated from time to time (the "**Plan**") will have the same

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defined meanings in. The Participant is being granted an award under this Restricted Stock Unit Agreement (Performance-Based) which includes the Notice of Restricted Stock Unit Grant (the "**Notice of Grant**"), the Terms

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and Conditions of Restricted Stock Unit Grant that govern the Restricted Stock Units granted to Participant under the Plan if Participant resides in one of the countries listed therein, attached hereto as **Exhibit A**, the Additional

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Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices, and addenda attached hereto (the "**Award Agreement**").

Participant Name:

Address:

The Particip

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ant has been granted an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number:

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Date of Grant:

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Vesting Commencement Date:
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Target Total Number of Restricted Stock Units:

Maximum Number of Restricted Stock Units:

Vesting Schedule: Schedule:

Subject to any acceler

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ation provisions contained in the Plan, this Award Agreement or any other written agreement authorized by the Administrator between Participant and the Company (or any Parent or Subsidiary of the Company, as applicable)

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governing the terms of this Award, the Restricted Stock Units will be scheduled to vest according to the following vesting schedule: schedule, subject to Participant continuing to be a Service Provider through the applicable vesting date:

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[INSERT VESTING SCHEDULE]

Notwithstanding the foregoing vesting schedule, if Participant ceases to be a Service Provider due to death or Disability, the then unvested Restrict

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ed Stock Units will vest in full on the date of such terminat ion.

Notwith standin g the foregoin g vesting schedul e, if Particip ant ceases to be a Service Provider due to Particip ant's Retirem ent, an addition al number of Restrict ed Stock Units will vest on the

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date of such terminat ion equal to (a) the number of Restrict ed Stock Units that would have otherwis e vested on the next schedul ed vesting date, multiplie d by (b) a fraction with (i) a numerat or equal to the number of complet ed calenda

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r months (rounded down to the nearest whole month) that have elapsed between the most recent vesting date of the Award (or if no vesting has occurred, since the Vesting Commencement Date) and the date Participant ceases to be a Service Provider due to

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his or her Retirement, and (ii) a denominator equal to the number of calendar months between the most recent vesting date of the Award (or if no vesting has occurred, since the Vesting Commencement Date) and the next scheduled vesting date of

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the Award, with the result rounded down to the nearest whole Restricted Stock Unit.

For purposes of this Award Agreement, "**Retirement**" will mean the voluntary termination of employment by Participant either (a) on or after reaching sixty-

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two (62) years of age, or (b) on or after reaching fifty-five (55) years of age following a minimum of ten (10) continuous years as a Service Provider.

Participant acknowledges and agrees that by either (a) clicking the "ACCEPT" button

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corresponding to this grant through the grant acceptance page on E*TRADE at any time before the Vesting Commencement Date or (b) doing nothing (in which case the grant will be automatically accepted on your behalf forty five (45)

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days following the Date of Grant), it will act as Participant's electronic signature to the Award Agreement and Participant acknowledges and agrees that this Award of

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5/9/2022

4:58:07 PM

Billings

Restricted Stock Units is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Unit Grant, attached hereto

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as **Exhibit A**, the Additional Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices and addenda attached hereto, all of which are made a part of this document. Particip

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ant acknowledges and agrees that Participant may also decline this Award of Restricted Stock Units by clicking the “DECLINE” button corresponding to this grant through the grant acceptance page on E*TRADE at any time before

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the Vesting Commencement Date in which case Participant will forfeit this Award of Restricted Stock Units and all of Participant's rights and benefits thereunder will terminate. Participant acknowledges receipt of a copy of the Plan.

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Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and this Award Agreement. Particip

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ant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan or this Award Agreement.

Participant should retain a copy of Participant's electron

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ically signed Award Agreement; Participant may obtain a paper copy at any time and at the Company's expense by requesting one from Stock Administration at stockadmin@netapp.com. If Participant would prefer not to electronically sign this

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Award Agreement, Participant may accept this Award Agreement by signing a paper copy of the Award Agreement and delivering it to Stock Administration at 3060

Olsen Drive, San Jose,

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CA 95128. A copy of the Plan is available upon request made to Stock Administration.

2

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NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (Billings)

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EXHIBIT A

NETAPP, INC.

2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT GRANT

1. **Grant of Restricted**

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Stock Units. The Company hereby grants to the individual ("**Participant**") named in the Notice of Restricted Stock Unit Grant of this Award Agreement (the "**Notice of Grant**") under the Plan an Award of Restricted Stock Units, and

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subject to the terms and conditions of this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 21 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Award

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Agreement, the terms and conditions of the Plan shall prevail.

2. **Company's Obligation to Pay**. Each Restricted Stock Unit represents will represent the right to receive a one Share, (or a cash amount equal to the value of a Share on the date it become

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s vested if the Company elects to settle the such Restricted Stock Unit in cash) on the date it vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3 or 4, Participant will have no right to payment of any such

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Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. **Vesting Schedu**

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le. Except as provided in Section 4, and subject to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Unless specifically provided otherwis

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e in this Award Agreement or other written agreement authorized by the Administrator between Participant and the Company or any Parent or Subsidiary of the Company, as applicable, governing the terms of this Award, Restricted Stock

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Units scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant

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until the date such vesting occurs.

4. **Payment after Vesting**.

(a) General Rule. Subject to Section 7, any each vested Restricted Stock Units that vest Unit will be paid to Participant (or in the event of Participant's death, to his or her

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properly designated beneficiary or estate) in whole Shares. Subject to the provisions of Section 2 and Section 4(c), such vested Restricted Stock Units shall be paid in whole Shares as soon as practicable after vesting, but in each such case within sixty (60)

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days following the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment of any Restricted Stock Units payable under this Award Agreement.

(b) Discretionary Acceleration. The

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Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested

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Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such

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Administrator.

(c) Section 409A.

(i)If Participant is a U.S. taxpayer, the payment of vested Shares vesting pursuant to this Award Agreement (including any discretionary acceleration under Section 4(b)) shall in all cases be paid at a time or in a

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manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

(ii) Notwithstanding anythin

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g in the Plan or this Award Agreement or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with

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the termination of Participant's status as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Administrator), other than due to Participant's death, and if (x) Particip

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ant is a U.S. taxpayer and a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax

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under Section 409A if paid to Participant on or within the six (6) month period following the cessation of Participant's status as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6)

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months and one (1) day following the date of cessation of Participant's status as a Service Provider,, unless Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to Participant's

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estate as soon as practicable following his or her death.

(iii)It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restrict

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ed Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or so comply. Each paymen

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t payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulations Section 1.409A-2(b)(2). To the extent necessary to comply with Section 409A, references to termination of Participant's

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status as a Service Provider, termination of employment, or similar phrases will be references to Participant's "separation from service" within the meaning of Section 409A. In no event will the Company or any Parent or Subsidiary of the Company have

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any responsibility, liability, or obligation to reimburse, indemnify, or hold harmless Participant (or any other person) for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

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5. **Forfeiture Upon Termination as a Service Provider.** Unless specifically provided otherwise in this Award Agreement, including vesting upon Retirement, as applicable, or other written agreement authorized by the Administrator betwee

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n Participant and the Company or any of its Subsidiaries or Parents, as applicable, governing the terms of this Award, if Participant ceases to be a Service Provider for any or no

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reason, the then-unvested Restricted Stock Units awarded by this Award Agreement will thereupon be forfeited at no cost to the Compa

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ny and Participant will have no further rights thereunder.

6. **Death of Participant**. Any distribution or delivery to be made to Participant under this Award Agreement, if Participant is then deceased, will be made to Participant's designated benefici

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ary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Compa

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ny to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. **Tax Obligations**.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Compa

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ny or, if different, Participant's employer or any Parent or Subsidiary of the Company to which Participant is providing services (together, the "**Service Recipients**"), the ultimate liability for any tax and/or social insurance liability obligatio

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ns and requirements in connection with the Restricted Stock Units, including, without limitation, (i) all federal, state, and local taxes (including Participant's Federal Insurance Contributions Act (FICA) obligations) that are required to be withheld

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by any Service Recipient or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (ii) Participant's and, to the extent required by any Service Recipient, the Service Recipient's fringe benefit tax

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liability, if any, associated with the grant, vesting, or settlement of the Restricted Stock Units or sale of Shares, and (iii) any other Service Recipient taxes the responsibility for which Participant has, or has agreed to bear, with respect to the Restricted Stock

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Units (or settlement thereof or issuance of Shares thereunder) (collectively, the "**Tax Obligations**"), is and remains Participant's sole responsibility and may exceed the amount actually withheld by the applicable Service Recipient(s). Participant

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further acknowledges that no Service Recipient (A) makes any representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or

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settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement, if applicable, and the receipt of any dividends or other distributions, and (B) makes any commitment to and is under any obligatio

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n to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than

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one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the applicable Service Recipient(s) (or former employer, as applicable) may be required to withhold

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or account for Withholding Obligations (as defined below) in more than one jurisdiction.

(b)Tax Withholding. Pursuant to such procedures as the Administrator may specify from time to time, the Service Recipient will withhold the amount required

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to be withheld for the payment of Tax Obligations (the "**Withholding Obligations**"). The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such Withholding Obligations, in whole

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or in part (without limitation), if permissible by applicable local law, by: (i) paying cash in U.S. dollars, (ii) having the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum amount

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that is necessary to meet the withholding requirement for such Withholding Obligations (or such

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greater amount as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial accounting consequences) ("**Net Share Withholding**"), (iii) withhold

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ing the amount of such Withholding Obligations from Participant's wages or other cash compensation paid to Participant by the applicable Service Recipient(s), (iv) delivering to the Company Shares that Participant owns and that already have vested

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with a fair market value equal to the Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial

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accounting consequences), (v) selling a sufficient number of such Shares otherwise deliverable to Participant, through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the minimum

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amount that is necessary to meet the withholding requirement for such Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount

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would not result in adverse financial accounting consequences) ("**Sell to Cover**"), or (vi) such other means as the Administrator deems appropriate. If the Withholding Obligations are satisfied by withholding in Shares, for tax purposes, Participant is deemed to have

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been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Withholding Obligations. To the extent determined appropriate by the

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Company in its discretion, it will have the right (but not the obligation) to satisfy any Withholding Obligations by Net Share Withholding. If Net Share Withholding is the method by which such Withholding Obligations are satisfied, the Company will not

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withhold on a fractional Share basis to satisfy any portion of the Withholding Obligations and, unless the Company determines otherwise, no refund will be made to Participant for the value of the portion of a Share, if any, withheld in excess of the

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Withholding Obligations. If a Sell to Cover is the method by which Withholding Obligations are satisfied, Participant agrees that as part of the Sell to Cover, additional Shares may be sold to satisfy any associated broker or other fees. Only whole

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Shares will be sold pursuant to a Sell to Cover. Any proceeds from the sale of Shares pursuant to a Sell to Cover that are in excess of the Withholding Obligations and any associated broker or other fees will be paid to Participant in accordance with procedu

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res the Company may specify from time to time.

(c)Tax Consequences. Participant has reviewed with his or her own tax advisers the U.S. federal, state, local and non-U.S. tax consequences of this investment and the transactions contemplated by this Award Agreem

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ent. With respect to such matters, Participant relies solely on such advisers and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for

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Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

(d) Company's Obligation to Deliver Shares. For clarification purposes, in no event will the Company issue Participant any

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Shares in settlement of the Restricted Stock Units unless and until arrangements satisfactory to the Administrator have been made for the payment of Participant's Withholding Obligations. If Participant fails to make satisfactory arrangements

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for the payment of such Withholding Obligations hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4 or Participant's Withholding Obligations otherwise become due,

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Participant permanently will forfeit such Restricted Stock Units to which Participant's Withholding Obligation relates and any right to

receive Shares thereunder in settlement of the

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Restricted Stock Units and such Restricted

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Stock Units will be returned to the Company at no cost to the Company. Particip

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ant acknowledges and agrees that the Company may permanently refuse to issue or deliver the Shares in settlement of the Restricted Stock Units if such Withholding Obligations are not delivered at the time they are due.

8. **Merger or**

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Change in Control. In the event of a merger of the Company with or into another corporation or other entity or a Change in Control, each outstanding Award of Restricted Stock Units will be treated as the Administrator determines (subject to the

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provisions of Section 16.3 of the Plan) without Participant's consent, including, without limitation, that (a) Awards of Restricted Stock Units will be assumed, or substantially equivalent awards will be substituted, by the acquiring or succeed

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ing corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices, (b) upon written notice to Participant, that the Participant's Award of Restricted Stock Units will terminate upon or immedi

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ately prior to the consummation of such merger or Change in Control, (c) outstanding Awards of Restricted Stock Units will vest and become realizable or payable, or restrictions applicable to an Award of Restricted Stock Units will

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lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, (d) (i) the termination of an Award of Restricted Stock Units in exchange for an amount of cash and/or property, if any, equal to the amount that would

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have been attained upon the realization of Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no

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amount would have been attained upon the realization of Participant's rights, then such Award of Restricted Stock Units may be terminated by the Company without payment), or (ii) the replacement of such Award of Restricted Stock

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Units with other rights or property selected by the Administrator in its sole discretion, or (e) any combination of the foregoing. In taking any of the actions permitted under this Award Agreement, the Administrator will not be obligated to treat all Awards, all Awards

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held by a Participant, all Awards of the same type, or all portions of Awards, similarly. For purposes of clarification, the provisions of Section 16.3 of the Plan apply to the Award of Restricted Stock Units.

9. **Rights as Stockholder**. Neither Particip

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ant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book

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entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery,

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Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10.**No Guarantee of Continued Service**. PARTICIPANT ACKNOWLEDGES AND AGREE

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S THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER, WHICH UNLESS PROVIDED OTHERWISE UNDER APPLICABLE

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LAWS IS AT THE WILL OF THE APPLICABLE SERVICE RECIPIENT AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK UNIT AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTH

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ER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED

HEREUNDER AND THE VESTING SCHEDULE SET

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DER FOR THE VESTIN G PERIO D, FOR ANY PERIO D, OR AT ALL, AND SHALL NOT INTERF ERE IN ANY WAY WITH PARTIC IPANT' S RIGHT OR THE RIGHT OF ANY SERVIC E RECIPI ENT TO TERMI NATE PARTIC IPANT' S RELATI ONSHI

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P AS A SERVICE PROVIDER, SUBJECT TO APPLICABLE LAW, WHICH TERMINATION, UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAW, MAY BE AT ANY TIME, WITH OR WITHOUT CAUSE.

11. **Grant is Not Transferable**. Except

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to the limited extent provided in Section 6, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale

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under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar

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process, this Award and the rights and privileges conferred hereby immediately will become null and void.

12. **Leave of Absence**. The vesting of Restricted Stock Units will not be suspended and will continue in accordance with the

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vesting schedule under this Award Agreement during Participant's authorized leave of absence from any Service Recipient employing Participant, subject to the remaining terms of this Award Agreement and the Plan.

13. **Nature of Grant**.

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In accepting this Award of Restricted Stock Units, Participant acknowledges, understands and agrees that:

(a)the grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive

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future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(b)all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole

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discretion of the Administrator;

(c) Participant is voluntarily participating in the Plan;

(d)the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation;

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(e)the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redunda

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ncy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f)the future value of the Shares underlying the Restricted Stock Units is unknown, indeterminable and cannot

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(g)for purposes of the Restricted Stock Units, Participant's status

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as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid

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or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by referenc

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e in the Notice of Grant to other arrangements or contracts) or determined by the Administrator, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date; *provided, however*, that such right to vest will

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be extended by any notice period (e.g., Participant's period of service will include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Particip

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ant is a Service Provider or the terms of Participant's employment or service agreement, if any); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of this Award

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of Restricted Stock Units (including whether Participant may still be considered to be providing services while on a leave of absence and consistent with local law);

(h) unless otherwise provided in the Plan or by the Administrator in its discretio

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n, the Restricted Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or

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substituted for, in connection with any corporate transaction affecting the Shares; and

(i)the following provisions apply only if Participant is providing services outside the United States:

(i)the Restricted Stock Units and the Shares subject

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to the Restricted Stock Units are not part of normal or expected compensation or salary for any purpose;

(ii) (j) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between

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Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any

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Shares acquired upon settlement; and

(iii) (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units or the recoupment of any Shares acquired under the Plan resulting from (i) the termination of Participant's

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status as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws applicable law in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreem

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ent, if any), and or (ii) in consideration application of the grant of the Restricted Stock Units to which Participant is any Company clawback policy or any recovery or clawback policy otherwise not entitled, Participant irrevocably agrees never to institute any

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claim against any Service Recipient, waives his or her ability, if any, to bring any such claim, and releases each Service Recipient from any such claim; if, notwithstanding the foregoing, any such claim is allowed required by a court of competent jurisdicti

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on, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim. law.

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14. **No Advice Regarding Grant**. The Company is not providing any tax, legal or financial advice, nor is the Company making any recomm

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endations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the Shares underlying the Restricted Stock Units. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisers

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regarding his or her participation in the Plan before taking any action related to the Plan.

15. ***Data Privacy.*** ***Participant hereby explicitly and unambiguously consents to the***

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collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Service Recipients for the

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exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands that the Company and the Service Recipient may hold certain personal information about Participant, includi

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ng, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details

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of all Restricted Stock Units or any other entitlement to Shares or cash payments awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering

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and managing the Plan.

Participant understands that Data may be transferred to a stock plan service provider, as may be selected by the Company in the future, assisting the Company with the implementation, administration

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and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country of operation (e.g., the United States) may have differen

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t data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential

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recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, any stock plan service provider selected by the Company and any other possible recipients which may

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assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering

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and managing his or her participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant underst

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ands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or

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withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely volunta

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ry basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her status as a Service Provider and career with the Service Recipient will not be adversely affected. The only advers

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e conseq uence of refusin g or withdra wing Particip ant's consen t is that the Compa ny would not be able to grant Particip ant Restrict ed Stock Units or other equity awards or admini ster or maintai n such awards. Therefo re,

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Participant understands that refusing or withdrawing his or her consent may affect

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Participant's ability to particip

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ate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative. repres

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16. **Address for Notices**. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at NetApp, Inc., 3060 Olsen Drive, San Jose, CA 95128, Attn: Stock Adminis

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tration, or at such other address as the Company may hereafter designate in writing.

17. **Successors and Assigns**. The Company may assign any of its rights under this Award Agreem

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ent to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon Participant and his or

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her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may be assigned only with the prior written consent of the Company.

18. **Additional Conditions to Issuance of**

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Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or non-U.S. law, the tax code and related regulati

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ons or under the rulings or regulations of the U.S. Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the U.S. Securities and Exchange Commission or any other governmental

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regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearan

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ce, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company will not be required to issue any certificat

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e or certificates for (or make any entry on the books of the Company or of a duly authorized transfer agent of the Company of) the Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of the Restricted

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Stock Units as the Administrator may establish from time to time for reasons of administrative convenience.

19. **Language**. Participant acknowledges that they are proficient in the English language, or have consulted with an advisor who is sufficiently

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proficient in English, so as to allow Participant to understand the terms and conditions of this Award Agreement. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English

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and if the meaning of the translated version is different than the English version, the English version will control. control, unless otherwise required by applicable laws.

20. **Interpretation**. The Administrator will have the power to interpret the Plan

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and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any

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Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator

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nor any person acting on behalf of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

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21. **Electronic Delivery and Acceptance**. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units awarded under the Plan

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or future Restricted Stock Units that may be awarded under the Plan by electronic means or require Participant to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and

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agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

22. **Captions**.

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Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

23. **Amendment, Suspension or Termination of the Plan**. By accepting this Award, Participant expressl

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y warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amende

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d, suspended or terminated by the Administrator at any time.

24. **Country Addendum**. Notwithstanding any provisions in this Award Agreement, the Restricted Stock Unit grant shall be subject to any special additional terms and conditions set

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forth in an appendix (if any) to this Award Agreement for any country whose laws are applicable to Participant and this Award of Restricted Stock Units (as determined by the Administrator in its sole discretion) (the "**Country Addendum**"). Moreov

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er, if Participant relocates to one of the countries included in the Country Addendum (if any), the special additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such

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terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part of this Award Agreement.

25. **Modifications to the Award Agreement**. This Award Agreement constitutes the entire understanding

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of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to No

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amendment of this Award Agreement can will materially impair the rights of Participant, unless mutually agreed otherwise between Participant and the Administrator, which agreement must be made only in an express written contract executed writing and

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signed by a duly authorized officer of Participant and the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its

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sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award of Restricted Stock Units.

26.**No Waiver**.

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Either party's failure to enforce any provision or provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provisio

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n of this Award Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

27. **Governing Law; Severability**. This Award

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Agreement and the Restricted Stock Units are governed by the internal substantive laws, but not the choice of law rules, of the State of

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California. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Award Agreement shall continue in full force and effect.

28. **Imposition of Other Requirements**. The

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Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award, and on any cash payment or Shares acquired under the Plan, to the extent the Company determines it is necessary

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or advisable in order to comply with Applicable Laws or facilitate the administration of the Plan. Participant agrees to sign any additional agreements or undertakings that may be necessary to

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accomplish the foregoing. Furthermore, Participant acknowledges that the laws of the country in which Participant is working at the time of grant, vesting, settlement of the Award or the sale of any Shares received pursuant to this Award (including any rules or

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regulations governing securities, foreign exchange, tax, labor or other matters) may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill.

29. **Holding Period**

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Condition. Notwithstanding anything to the contrary in this Award Agreement, any Shares issued to Participant pursuant to this Award are subject to the terms and conditions of Section 6.5 of the Plan.

30. **Entire Agreement**. The Plan is incorpor

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ated herein by referenc e. The Plan and this Award Agreem ent (includin g the exhibits, appendi ces, and addend a attache d to the Notice of Grant) constitut e the entire agreem ent of the parties with respect to the subject matter hereof and superse

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de in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and

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2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

ADDITIONAL TERMS AND CONDITIONS

NOTICE OF RESTRICTED STOCK UNIT GRANT

Terms and Conditions

This **Exhibit**

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B includes additional terms and conditions that govern the Restricted Stock Units granted to Participant under the Plan if Participant resides in one of the countries listed below. Certain capitalized Capitalized terms used but not defined in this

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Exhibit B have the meanings set forth in the Plan and/or the Award Agreement.

Notifications

This **Exhibit B** also includes information regarding exchange controls and certain other issues of which Participant should be aware

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with respect to Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of December 2021. Such laws are often complex and change frequent

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ly. As a result, the Company strongly recommends that Participant not rely on the information in this Exhibit B as the only source of information relating to the consequences of Participant's participation in the Plan because the information may

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be out of date at the time that the Restricted Stock Units vest or Participant sells shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Participant's particular situation

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and the Company is not in a position to assure Participant of a particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation.

Finally, if

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Participant is a citizen or resident of a country other than the one in which Participant is currently working, the information contained herein may not be applicable to Participant.

COUNTRIES WITHIN THE EUROPEAN ECONOMIC AREA

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AND THE UNITED KINGDOM ("EEA+")

Data Privacy. This provision replaces Section 15 of the Award Agreement:

NetApp, Inc., with registered offices at 251 Little Falls Drive, Wilmington, DE, 19808, U.S.A., the controller, is responsi

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ble for the processing of Participant's personal data in connection with the Award Agreement and the Plan. The Company's representative in the EEA+ is NetApp Holding and Manufacturing BV.

Data Collection and Usage. ***The Company collects, processes and uses***

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personal data about the Participant, including but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or

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other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all equity awards or any other entitlement to Shares awarded, canceled, vested, unvested or outstanding in the

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Participant's favor, which the Company receives from the Participant or other Service Recipients ("Personal Data"). In order for Participant to participate in the Plan, the Company will collect Personal Data for purposes of allocating shares and implementing, administering

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and managing the Plan. The Company's legal basis for the processing of Personal Data is the necessity of the processing for the Company's performance of its obligations under the Plan and, where applicable, the Company's legitimate interest of complying with contractual or

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statutory obligations to which it is subject.

Stock Plan Administration and Service Providers. The Company may transfer Personal Data to E*Trade Financial Services, Inc. and E*Trade Securities LLC ("E*Trade"), an independent service provider which is assisting the Company with the

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impleme ntation, administ ration and manage ment of the Plan. E*Trade may open an account for Participa nt to receive and trade shares of Common Stock. The Participa nt may be asked to acknowl edge, or agree to, separate terms and data processi ng practices with E*Trade, with

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such agreement being a condition to the ability to participate in the Plan.

International Data Transfers. ***Personal Data will be transferred from the EEA+ to the Company based on NetApp's Binding Corporate Rules which may be found at netapp.com/us/media/binding-corporate-***

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rules.pdf and from the Company to E*Trade based on the necessity of the transfer for the Company's performance of its obligations under the Plan. The Participant may request a copy of any applicable safeguards at:

ng-privacy@netapp.com
NetApp, Inc.
c/o Legal

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Department Attn: Global Chief Privacy Officer 3060 Olsen Drive San Jose, CA 95128, USA

Data Retention. The Company will use Personal Data only as long as necessary to implement, administer and manage the Participant's participation in the Plan or as

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required to comply with legal or regulatory obligations, including, without limitation, under tax and securities laws. When the Company no longer needs Personal Data for any of the above purposes, the Company will cease to use Personal Data and remove it from its systems.

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If the Company keeps Personal Data beyond the Participant's termination of Service, it would be to satisfy tax, legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. ***Participant understands that he or she***

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may have a number of rights under data privacy laws in the Participant's jurisdiction. Subject to the conditions set out in the applicable law and depending on where the Participant is based, such rights may include the right to (i) request access to, or

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copies of, Personal Data processed by the Company, (ii) rectification of incorrect Personal Data, (iii) deletion of Personal Data, (iv) restrictions on the processing of Personal Data, (v) object to the processing of Personal Data for legitimate interests, (vi) portability of Personal Data, (vii)

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lodge complaints with competent authorities in the Participant's jurisdiction, and/or (viii) receive a list with the names and addresses of any potential recipients of Personal Data. To receive clarification

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Necessary Disclosure of Personal

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Data. ***The Participant understands that providing the Company with Personal Data is necessary for the performance of the Award Agreement and that the Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual***

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obligations and may affect the Participant's ability to participate in the Plan.

ARGENTINA

Notifications

Securities Law Information. Neither the Restricted Stock Units nor the issuance of the Shares are publicly offered or listed on any stock exchan

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ge in Argentina. The offer is private and not subject to the supervision of any Argentine governmental authority.

Exchange Control Information. Please note that exchange control regulations in Argentina are subject to frequent change.

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Participant should consult with Participant's personal legal advisor regarding any exchange control obligations that Participant may have.

Foreign Asset / Account Reporting Information. Participant is required to report certain information

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regardin g any Shares Particip ant holds as of Decemb er 31 each year to the Argentin e tax authoriti es on Particip ant's annual tax return.

AUSTR ALIA

Terms and Conditi ons

Class Order Exempt ion. The offer of Restrict ed

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Stock Units is intended to comply with the provisions of the Corporations Act 2001, Australian Securities & Investments Commission ("ASIC") Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in

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the Offer Document for the offer of Restricted Stock Units to Australian Resident Employees, which is provided to Participant in the country-specific consents and notifications section at the end of the Award Agreement.

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Notifications

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

AUSTRIA

Notifications

Exchange Control Informa

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tion. If Participant holds Shares obtained through the Plan outside of Austria, Participant must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not exceed €30,000

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,000 or as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly

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d, wherea s if the latter threshol d is exceed ed, annual reports must be given. The annual reportin g date is as of Decemb er 31 and the deadlin e for filing the annual report is March 31 of the followin g year.

When Shares are sold, there may be exchan ge

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control obligations if the cash received is held outside Austria. If the transaction volume of all Participant's accounts abroad exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or

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before the fifteenth day of the following month.

BELGIUM

Notifications

Foreign Asset / Account Reporting Information. Participant is required to report any security or bank account (including brokerage accounts)

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Participant maintains outside of Belgium on Participant's annual tax return. The first time Participant reports the foreign security and/or bank account on Participant's annual income tax return Participant will have to provide the Central

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Contact Point with the National Bank of Belgium account number, the name of the bank and the country in which the account was opened in a separate form. The form, as well as additional information on how to complete it, can be found on the website of the

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National Bank of Belgium, www.nbb.be, under the caption Kredietcentrales / Centrales des crédits.

BRAZIL

Terms and Conditions

Compliance with Law. By accepting the Restricted Stock Units, Participant agrees to

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comply with applicable Brazilian law in connection with the Restricted Stock Units. Without limitation to the foregoing, Participant agrees to report and pay any and all tax resulting from the vesting of the Restricted Stock Units, the sale of Shares

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and the receipt of any dividends.

Labor Law Acknowledgement. In accepting the Restricted Stock Units, Participant acknowledges that (i) Participant is making an investment decision and (ii) the value of the underlying Shares

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is not fixed and may increase or decrease over the vesting period without compensation to Participant.

Notifications

Exchange Control Information. If Participant is a resident of or domiciled in Brazil, Participant will be required

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to submit an annual declaration of assets and rights held outside of Brazil (including Shares) to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US$100,000. Quarterly reporting is required

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if such amount exceeds US$100,000,000. Assets and rights that must be reported include Shares acquired under the Plan.

CANADA

Terms and Conditions

Vesting Schedule. This provision replaces Section 13(g) of the

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(g) for purposes of the Restricted Stock Units, Participant's status as a Service Provider will be considered terminat

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ed and vesting of the Restricted Stock Units will cease as of the date that is the earlier of: (i) the date Participant's employment with the Company or other Service Recipient is terminated; or (ii) the date Participant receives notice of termination of

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employment or service from the Company or Service Recipient; regardless of the reason for such termination and whether or not later found to be invalid or in breach of any applicable law, including Canadian provincial employment law (including but

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not limited to statutory law, regulatory law and/or common law) or the terms of Participant's employment or service agreement, if any. The Administrator shall have the exclusive discretion to determine when Participant is no longer actively

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providing services for purposes of this Award of Restricted Stock Units (including whether Participant may still be considered to be providing services while on a leave of absence and consistent with local law);

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applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate effective as of the last

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day of Participant's minimum statutory notice period. Participant will not earn or be entitled to pro-rated vesting for that portion of time before the date on which Participant's right to vest terminates or if the vesting date falls after the end of Participant's statutor

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y notice period, nor will Particip ant be entitled to any compen sation for lost vesting.

Form of Settlem ent. Notwith standin g anythin g contain ed in the Plan or the Award Agreem ent to the contrary , the Restrict ed Stock Units are related

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to future services to be performed and are not a bonus or compensation for past services. Restricted Stock Units granted to employees resident in Canada shall be paid in Shares only, notwithstanding any discretion to settle Restricted Stock

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Units in cash as set out in Section 2 of the Award Agreement and Section 10.4 of the Plan.

Disclosure of Participant Information. This provision supplements Section 15 of the Award Agreement and applies if Participant is a resident of

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Quebec:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant

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further authorizes the Company, any Parent or Subsidiary and the administrator of the Plan to disclose and discuss the Plan with their advisors. Participant further authorizes the Company and any Parent or Subsidiary to record such information and

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to keep such information in Participant's employee file.

Language Consent. The following provision will apply if Participant is a resident of Quebec:

The parties acknowledge that it is their express wish that the Award Agreement, as well as

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all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. *Les parties reconnaissent avoir*

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express ement souhait é que la conventi on (“Agree ment”), ainsi que tous les docume nts, avis et procédu res judiciari es, éxecuté s, donnés ou intentés en vertu de, ou lié, directe ment ou indirect ement à la

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présente convention, soient rédigés en langue anglaise.

Notifications

Securities Law Information. Participant is permitted to sell Shares acquired under the Plan

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provided the resale of such Shares takes place outside of Canada through facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq.

Foreign Asset / Account Reporting Informa

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tion. Foreign property (including Shares) held by Canadian residents must be reported annually to the tax authorities on Form T1135 (Foreign Income Verification Statement) if the total cost of such foreign property exceeds C$100,000 at any time during

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the year. If the C$100,000 cost threshold is exceeded by other foreign property held, Participant's Restricted Stock Units must be reported as well. Such Restricted Stock Units generally may be reported at a nil cost. Form T1135 must be

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filed by April 30th of the following year when such foreign property was held by a Canadian resident.

CHILE

Notifications

Securities Law Information. The offer of the Award constitutes a private offering in Chile effective as of

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the Date of Grant. The offer of the Award is made subject to General Ruling N° 336 of the Chilean Commission for the Financial Market (“CMF”). The offer refers to securities not registered at the Securities Registry or at the Foreign Securities

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Registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the Award is not registered in Chile, the Company is not required to provide information about the Award or Shares in Chile. Unless the

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Award and/or the Shares are registered at the corresponding registries of the CMF, a public offering of such securities cannot be made in Chile.

Esta oferta del otorgamiento constituye una oferta privada en Chile efectiva a partir de la Fecha

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de la Concesión (Grant Date, *según se define en este documento). Esta oferta del otorgamiento es realizada conforme a las disposiciones de laNorma de Carácter General No. 336 de la Comisión para el Mercado Financiero de*

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Chile (“CMF”). La oferta se refiere a valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros de la CMF y, por lo tanto, tales valores no están sujetos a la fiscalización de ésta. Dado que el otorgamiento no está registra

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do en Chile, no se requiere que la Compañía provea información sobre el referido otorgamiento o las Acciones Ordinarias (Shares, según se define en este documento) en Chile. A menos que el otorgamiento y/o las Acciones Ordinarias estén

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registradas con la CMF, una oferta pública de tales valores no puede hacerse en Chile.

Exchange Control Information. Participant is not required to repatriate proceeds obtained from the sale of Shares or from dividends to Chile;

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however, if Participant decides to repatriate proceeds from the sale of Shares and/or dividends and the amount of the proceeds to be repatriated exceeds US$10,000, Participant must effect such repatriation through the Formal Exchan

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ge Market (i.e., a commercial bank or registered foreign exchange office). In such case, Participant must report the payment to the commercial bank or registered foreign exchange office receiving the funds.

If Participant's

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aggrega te investm ents held outside of Chile exceeds US$5,0 00,000 (includin g shares acquire d under the Plan), Particip ant must report such investm ents annually to

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the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Foreign Asset/Account Reporting Information.

Chilean taxpayers are required

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to inform the Chilean Internal Revenue Service (the “CIRS”) annually of (i) the results of investments held abroad and (ii) any taxes paid abroad which will be used as credit against Chilean income tax. The Form 1929 disclosing this information

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must be submitted electronically through the CIRS website before June 30 of each year: www.sii.cl. Chilean taxpayers who fail to meet these requirements may be ineligible to receive certain foreign tax credits.

CHINA

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Sale Requirements. Participant agrees that they must (and that Participant shall) sell, transfer or otherwise dispose of the Shares acquired pursuant to this Award of Restricted Stock Units in such manner and subject to such

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terms and conditions as the Company or the Service Recipient determines within six (6) months after Participant ceases to be a Service Provider, or such other period of time as the Company or the Service Recipient may designate from

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time to time to comply with applicable legal or administrative requirements, including any registration, regulation, requirement or other similar law, statute, rule or regulation promulgated or requested by the State Administration of Foreign Exchan

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ge (“SAFE”) or its local agency (the “Disposition Deadline”). Participant hereby authorizes the Company or the Service Recipient and appoint the Company and the Service Recipient as Participant's attorney-in-fact to sell on Participant's

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behalf any Shares held by Particip ant on or after the Disposit ion Deadlin e, without any further action, consent or instructi on by Particip ant to facilitate complia nce with applicab le legal require ments. Particip ant further agrees and acknowl edges that

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Particip ant will be respons ible and liable for all the costs associat ed with any such sale of Shares and that neither the Compa ny nor the Service Recipie nt will be liable to Particip ant or any other person or entity for any losses or other liabilitie s that

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may result to Participant as a result of any such sale. Participant acknowledges and understands that Participant must maintain Shares acquired under the Plan in an account maintained by the Company's designated broker. If the Compa

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ny change s its designa ted broker, Particip ant acknowl edges and agrees that the Compa ny may transfer any Shares issued under the Plan to the new designa ted broker if necessa ry for legal or administ rative reasons . Particip ant agrees to sign

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any documentation necessary to facilitate the transfer.

Exchange Control Requirements. Participant understands and agrees that, pursuant to local exchange control requirements, Participant will be required to repatriate the cash proceed

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s from the sale of the Shares issued upon the vesting of the Restricted Stock or any cash dividends paid on such shares to China. Participant further understands that, under local law, such repatriation of funds may need to be effectua

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ted through a special exchange control account established by the Company, Parent or Subsidiary or the Service Recipient, and Participant hereby consents and agrees that any funds Participant acquires may be transferred to such

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special account prior to being delivered to Participant. If the funds are converted to local currency, Participant acknowledges that the Company is under no obligation to secure any exchange conversion rate, and the Company may face

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delays in converting the funds to local currency due to exchange control restrictions in China. Participant agrees to bear the risk of any exchange conversion rate fluctuation between the date the funds are received and the date of conversion of

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the funds to local currency. Participant further agrees to comply with any other requirements that may be imposed

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by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Participant understands that the Service Recipient to which Participant provides service must be registered with the State Administration of

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Foreign Exchange ("SAFE") prior to settlement of the Restricted Stock Units. If the Company is unable to obtain registration approval for Participant's Service Recipient and/or any other relevant Chinese affiliate to which Participant provides

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service prior to the vesting of such Restricted Stock Units, the settlement of the Restricted Stock Units may be delayed.

CZECH REPUBLIC

Notifications

Exchange Control Information. The Czech National Bank may requires

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Particip ant to fulfill certain notificati on duties in relation to the Restrict ed Stock Units and the opening and mainten ance of a foreign account . Howeve r, becaus e exchan ge control regulati ons change frequent ly and without notice, Particip

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ant should consult Participant's personal legal advisor prior to the vesting of the Restricted Stock Units to ensure compliance with current regulations. It is Participant's responsibility to comply with applicable Czech exchange control laws.

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DENMARK

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Danish Stock Option Act. Participant acknowledge that they have received the Employer Statement in Danish which sets forth additional information about the Restricted Stock

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Units to the extent that the Danish Stock Option Act applies.

Notifications

Foreign Asset / Account Reporting Information. Under the Danish Tax Reporting Act Participant must report Shares held in a foreign bank or

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brokerage account and deposit accounts with a foreign bank or broker in Participant's tax return under the section on foreign affairs and income. The use of the Forms V and K have been discontinued.

FINLAND

There are no country specific

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provisions.

FRANCE

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Tax Information. The Restricted Stock Units described herein are not intended to qualify for the French specific tax and social regime provided by sections L. 225-197-1 to L. 225-

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197-6 of the French Commercial Code.

Language Consent. The parties acknowledge and agree that it is their express wish that the Award Agreement, as well as all documents, notices and legal proceedings entered into, given

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or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la

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Langue Utilisée. Les parties reconnaissent avoir expressément souhaité que la convention (“Agreement”), ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à

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la présente convention, soient rédigés en langue anglaise.

Notifications

Exchange Control Information. If Participant holds Shares outside of France or maintain a foreign bank account, Participant is required

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to report such to the French tax authorities when Participant file their annual tax return.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal

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Bank. If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for Participant.

Foreign Asset /

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Account Reporting Information. If Participant's acquisition of Shares under the Plan leads to a so-called qualified participation at any point during the calendar year, Participant will need to report the acquisition when Participant file Participant's tax

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return for the relevant year. A qualified participation is attained in the unlikely event that (i) the value of the Shares acquired exceeds €150,000 or (ii) Participant hold Shares exceeding 10% of the Company's total Shares.

GREECE

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country specific provisions.

HONG KONG

Terms and Conditions

Form of Settlement. Restricted Stock Units granted to employees resident in Hong Kong shall be paid in Shares only, notwithstanding any discretion to settle

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Restricted Stock Units in cash as set out in Section 2 of the Award Agreement and Section 10.4 of the Plan.

Settlement of Restricted Stock Units and Sale of Shares. In the event Participant's Restricted Stock Units vest and Shares

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are issued to Participant within six months of the Date of Grant, Participant agrees that Participant will not dispose of any Shares acquired prior to the six-month anniversary of the Date of Grant.

Nature of Scheme. The Compa

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ny specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO"). Notwithstanding the foregoing, if the Plan is deemed to constitute an occupati

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onal retirement scheme for purposes of ORSO, Participant's grant shall be void.

Billings

Notifications

Securities Law Information.

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Warning: The Restricted Stock Units and Shares issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, its Parent or Subsidiary. The Award Agreem

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ent, including this **Exhibit B**, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securitie

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s legislation in Hong Kong nor have the documents been reviewed by any regulatory authority in Hong Kong. The Restricted Stock Units are intended only for the personal use of each eligible employee of the Service

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Recipient, the Company or any Parent or Subsidiary and may not be distributed to any other person. If Participant is in any doubt about any of the contents of the Award Agreement, including this **Exhibit B**, or the Plan, Participant

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should obtain independent professional advice.

HUNGARY

There are no country specific provisions.

ICELAND

Notifications

Exchange Control Information. Participant should consult with Participant's personal advisor to

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ensure compliance with any applicable exchange control laws and regulations in Iceland, as such regulations are subject to frequent change. Participant is responsible for ensuring compliance with all exchange control laws and regulati

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ons in Iceland.

INDIA

Notifications

Exchange Control Information. Participant is required to repatriate to India any cash dividends paid on Shares acquired under the Plan within 180 days of payment and any proceeds from the sale

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of such Shares within 90 days of receipt, or within such other period of time prescribed upon applicable Indian exchange control regulations. Upon repatriation, a foreign inward remittance certificate ("FIRC") will be issued by the bank where the

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foreign currency is deposited. The FIRC should be retained as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation.

Foreign Asset / Account Reporti

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ng Informa tion. Particip ant is required to declare foreign bank account s and any foreign financial assets in Particip ant's annual tax return.

Tax Informa tion. The amount subject to tax at vesting will partially be depend ent upon a

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valuation that the Company will obtain from a Merchant Banker in India. The Company has no responsibility or obligation to obtain the most favorable valuation possible nor obtain valuations more frequently than required under Indian tax law.

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INDONESIA

Terms and Conditions

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NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (Billings)

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Billings Language Consent. A translation of the documents relating to the Award (i.e., the

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Award Agreement and the Plan) into Bahasa Indonesia can be provided to Participant upon request to Attn: Stock Administration at 3060 Olsen Drive, San Jose, CA, 95128, U.S.A.

By accepting the Award, Participant (i) confirm having

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read and understood the documents relating to the Award (i.e., the Plan and the Award Agreement) which were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree not to challenge the validity of this docume

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nt based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Persetujuan Bahasa.

Terjemahan dari dokumen-dokumen terkait dengan penghargaan ini

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(yaitu Perjanjian dan Rencana) ke dalam Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada: Stock Administration at 3060 Olsen Drive, San Jose, CA 95128, U.S.A.

Dengan menerima pemberian, anda (i)

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memberikan konfirmasi bahwa anda telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Program dan Perjanjian) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokume

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n-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan

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ataupun Peraturan Presiden sebagai pelaksanaannya (ketika diterbitkan).

Notifications

Exchange Control Information. If Participant remits proceeds from the sale of shares into Indonesia, the Indonesian Bank through which the

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transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US$10,000 or more, a description of the transaction must be included in the report. Although the bank through

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which the transaction is made is required to make the report, Participant must complete a "Transfer Report Form." The Transfer Report Form will be provided to Participant by the bank through which the transaction is made.

IRELAND

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Notifications

Director Notification Obligation. If Participant is a director, shadow director or secretary of the Company's Irish Subsidiary or affiliate whose interest in the Company represents more than 1% of the Company's voting share

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capital, Participant must notify the Irish Subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units, Shares, etc.), or within five business days of becoming

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aware of the event giving rise to the notification requirement or within five days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse

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or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

ISRAEL

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Billings Trust Arrangement. Participant understands and agrees that the Restricted Stock Units are offered subject to and in accordance with the terms of the trust agreement. Specifically, the Shares issued upon vesting of the Restrict

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ed Stock Units shall be delivered to and controlled by a trustee appointed by the Company or its Subsidiary or affiliate in Israel (the "Trustee") for Participant's benefit for at least such period of time as required by Section 102 or any shorter period

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determined under the Israeli Income Tax Ordinance [New Version] 1961 as now in effect or as hereafter amended (the "Ordinance") or by the Israeli Tax Authority (the "Lock-Up Period"). The Restricted Stock Units and Shares shall be controll

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ed by the Trustee for the benefit of Participant and the provisions of Section 102 of the Ordinance and the Income Tax (Tax Abatement on the Grant of Shares to Employees) Regulations 2003 shall apply to such Restricted Stock Units or

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Shares for all purposes. Participant shall be able, at any time, to request the sale of the Shares or the release of the Shares from the Trustee, subject to the terms of the Plan, this Award Agreement and any applicable law. Without derogating from the aforementioned,

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if the Shares are released by the Trustee during the Lock-Up Period, the sanctions under Section 102 of the Ordinance shall apply to and be borne by Participant. The Shares shall not be sold or released from the control of the Trustee unless the Compa

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ny, the Service Recipient and the Trustee are satisfied that the full amount of Withholding Obligations due have been paid or will be paid in relation thereto.

Notifications

Securities Law Information. An exemption from filing a prospectus in relation

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to the Plan has been granted to the Company by the Israeli Securities Authority. Copies of the Plan and the Form S-8 registration statement for the Plan filed with the U.S. Securities and Exchange Commission are available from Attn:

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Stock Administration at 3060 Olsen Drive, San Jose, CA 95128, U.S.A.

ITALY

Terms and Conditions

Plan Document Acknowledgment. In accepting the Restricted Stock Units, Participant acknowledges that they have

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receive d a copy of the Plan and the Award Agreem ent and have reviewe d the Plan and the Award Agreem ent, includin g this **Exhibit B**, in their entirety and fully underst and and accept all provisio ns of the Plan and the Award Agreem ent, includin g this

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Exhibit B.

In addition, Participant further acknowledge that Participant has read and specifically and expressly approve without limitation the following clauses in the Award Agreement: Section 5 (Forfeiture upon Termination of as a Service

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Provider); Section 7 (Tax Obligations); Section 13 (Nature of Grant); and Section 15 (Data Privacy).

Notifications

Foreign Asset/Account Reporting Information. Italian residents who, at any time during the fiscal

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year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or

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on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions.

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Billings

JAPAN

Notifications

Exchange Control Information. If Participant acquires Shares valued at more than JPY 100 million in a single transaction,

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Participant must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days after the acquisition of the Shares.

Foreign Asset / Account Reporting Information. If Participant holds

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foreign assets (including Shares acquired under the Plan) with a total net fair market value exceeding JPY 50 million as of December 31 of each year, Participant is required to report such assets to the National Tax Administration by March 15 of

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the following year.

JORDAN

There are no country specific provisions.

KOREA

Notifications

Foreign Asset / Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-

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Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts in June of the immediately following year if the monthly balance of such accounts exceeds KRW 500 million (or an equivale

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nt amount in foreign currency) on any month-end date during a calendar year. It is Participant's responsibility to comply with applicable reporting obligations and Participant should consult with Participant's personal tax advisor

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in this regard.

LEBANON

Securities Law Information. The Plan does not constitute the marketing or offering of securities In Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offers under the Plan are being

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made only to eligible employees of the Company or a Subsidiary.

LUXEMBOURG

There are no country specific provisions.

MACEDONIA

Notifications

Exchange Control Information. Participant should consult with Particip

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ant's persona l advisor to ensure complia nce with any applicab le exchan ge control laws and regulati ons in Macedo nia, as such regulati ons are subject to frequent change. Particip ant is respons ible for ensurin g complia nce with all exchan ge

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control laws and regulations in Macedonia.

MALAYSIA

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Billings *Terms and Conditions*

Disclosure of Participant Information. Thi

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s provisio n supple ments Section 15 of the Award Agreem ent:

a rti ci p a nt h e r e b y e x pl ic itl y a n d u n a	P A n d a d e n g a n in i s e e c a r a e k s pl is it d

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cribed in this Award Agreement and any other award grant	onikata ulain-lain, data peribadi dan data sepertiyang ditera

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nt m at e ri al s b y a n d a m o n g, a s a p pl ic a bl e, th e S e rv ic e R e ci pi e	n g k a n d al a m P e rj a nj ia n in i d a n a p a - a p a b a h a n p e m b e

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nt, the Company and any other affiliates for the exclusive p	rian Anugerah yang laindolehdandiantara, sepertiyang

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urpose of implementing, administering and managing Partic	berkenaan, Majikan, Syarikat dan mana-mana Ahli Gabu

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cipant's participation in the Plan.

Participant understands that the Company and the Service Recipient may hold certain personal information about

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Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number (e.g. resident registration number), salary, nationality, job

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	Menghubungi wakil sumber maklumat syarikat.

Notifications

Director

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Notification Obligation. If Participant is a director of the Company's Malaysian Subsidiary or affiliate, Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligatio

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n to notify the Malaysian Subsidiary or affiliate in writing when Participant receives or disposes of an interest (*e.g.*, an award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 14 days

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of receiving or disposing of any interest in the Company or any related company.

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Terms and Conditions

Modification. By accepting the Restricted Stock Units, Participant understands and agrees that any

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modification of the Plan or the Award Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

Policy Statement. The Award of Restricted Stock Units the Compa

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ny is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 251 Little

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Falls Drive, Wilmington, DE, 19808, U.S.A., is solely responsible for the administration of the Plan and participation in the Plan and the acquisition of shares does not, in any way, establish an employment relationship between Participant and the Company since

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Participant is participating in the Plan on a wholly commercial basis and the sole employer is as applicable, nor does it establish any rights between Participant and the Service Recipient.

Plan Document Acknowledgment. By accepting the Award

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of Restricted Stock Units, Participant acknowledge that Participant have received copies of the Plan, have reviewed the Plan and the Award Agreement in their entirety and fully understand and and accept all provisions of the Plan and the Award

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Agreement.

In addition, by signing the Award Agreement, Participant further acknowledges that Participant has read and specifically and expressly approve the terms and conditions in the Award

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Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and particip

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ation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any Parent, Subsidiary or affiliates are not responsible for any decrease in the value of the Shares underlying the Restrict

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ed Stock Units.

Finally, Participant hereby declares that Participant does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of Participant's participation in the Plan and therefor

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e grant a full and broad release to the Service Recipient, the Company and any Parent, Subsidiary or affiliates with respect to any claim that may arise under the Plan.

Spanish Translation

Modification. Al aceptar las Unidades de

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Accion Restringida, usted reconoce y acuerda que cualquier modification del Plan o su terminacion no constituye un cambio o desmejora de los terminos y condiciones de empleo.

Declaracion de Politica. El Otorgamiento de

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Unidades de Accion Restringida de la Compañia en virtud del Plan es unilateral y discrecional y, por lo tanto, la Compañia se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.

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La Compañia, con oficinas registradas ubicadas en 251 Little Falls Drive, Wilmington, DE, 19808, U.S.A., es la unica responsable de la administración del Plan y de la participación en el mismo y la adquisición de acciones no establece de forma alguna

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una relación de trabajo entre usted y la Compañia, ya que su participación en el Plan es completamente comercial y el unico empleador es en caso de ser aplicable, asi como tampoco establece ningun derecho entre la persona que tenga el derecho a optar

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y el Empleador.

Reconocimiento del Documento del Plan. Al aceptar el Otorgamiento de las Unidades de Acción Restringida, usted reconoce que ha recibido copias del Plan, ha revisado el mismo, al igual que la totalidad del Acuerdo

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y, que ha entendido y aceptado o completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al firmar el Acuerdo, reconoce que ha leido, y que aprueba especifica y expresamente los términos y

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condicio nes conteni dos en la Renunci a de Derech o o Reclam o por Compe nsación del Acuerdo , en el cual se encuent ra clarame nte descrito y establec ido lo siguient e: (i) la particip ación en el Plan no constitu ye un derecho adquirid o; (ii) el plan y la particip

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ación en el mismo es ofrecida por la Compañia de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañia, asi como su Sociedad controlante, Subsidiaria o Filiales no son responsables por cualquier

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disminución en el valor de las acciones en relación a las Unidades de Acción Restringida.

Finalmente, declara que no se reserva ninguna *acción* o derecho para interponer una demanda en contra de la Compañia por compensación, dano o perjuicio alguno como

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resultado de su participación en el Plan y, en consecuencia, otorga el más amplio finiquito al Empleador, asi como a la Compañia, a su Sociedad controlante, Subsidiaria o Filiales con respecto a cualquier demanda que pudiera originar

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Billings del Plan.

Notifications

Securities Law Information. The Restricted Stock Units and the Shares offered

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under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the

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Award Agreement and any other document relating to the Restricted Stock Units may not be publicly distributed in Mexico. These materials are addressed to Participant only because of Participant's existing relationship with the Company and these

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materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who

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are present employees of the Mexican subsidiary of the Company made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

NETHERLANDS

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There are no country specific provisions.

NEW ZEALAND

Notifications

Securities Law Information. WARNING: Participant is being granted Restricted Stock Units to acquire Shares in accordance with the terms of this Award Agreem

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ent and the Plan. The Shares, if issued, will give Particip ant a stake in the owners hip of the Compa ny. Particip ant may receive a return if dividend s are paid.

If the Compa ny runs into financial difficulti es and is wound up, Particip

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ant will be paid only after all other creditors (including holders of preference shares, if any) have been paid. Participant may lose some or all of Participant's investment, if any.

New Zealand law normally requires people who

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offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

The usual rules do not apply to this offer because it is made under an employ

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ee share purchase scheme. As a result, Participant may not be given all the information usually required. Participant also will have fewer other legal protections for this investment.

Ask questions, read all documents carefully

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, and seek independent financial advice before committing.

The Company's Shares are currently traded on the Nasdaq under the ticker symbol "NTAP" and Shares acquired under the Plan may be sold through this exchange. Participant may

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end up selling the Shares at a price that is lower than the value of the Shares when Particip ant acquire d them. The price will depend on the demand for the Compa ny's Shares. The Compa ny's most recent annual report (which includes the

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Company's financial statements) is available at the Company's website at http://investors.netapp.com/. Participant is entitled to receive a copy of this

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report, free of charge, upon written request to the Company at Stock Administration at stockadmin@netapp.com.

NIGERIA

There are no country specific provisions.

NORWAY

There are no country specific provisions.

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PHILIPPINES

Notifications

Securities Law Information. Participant acknowledges that Participant is permitted to sell Shares acquired under the Plan through the designated Plan broker appointed by the Company (or such other broker to whom

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Participant may transfer the Shares), provided that such sale takes place outside of the Philippines through the facilities of the Nasdaq on which the Shares are listed.

POLAND

Notifications

Exchange Control Informa

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tion. If Participant transfers funds exceeding €15,000 in a single transaction, Participant is required to do so through a bank account in Poland. Participant is required to retain all documents connected with foreign exchange transactions for a period of five

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years, calculated from the end of the year when the foreign exchange transactions were made. If Participant holds Shares acquired under the Plan and/or maintain a bank account abroad and the aggregate value of Shares and/or cash held in such

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foreign accounts exceeds PLN 7 million, Participant must file reports on the transactions and balances of the accounts on a quarterly basis to the National Bank of Poland.

PORTUGAL

Terms and Conditions

Language Consent. Particip

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ant hereby expressly declares that Participant have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Award Agreement.

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Conhecimento da Lingua. Por meio do presente, eu declaro expressamente que tem pleno conhecimento da língua inglesa e que li, compreendi e livremente aceitei e concordei com os termos e condições estabelecidas no Plano e no acordo.

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Notifications

Exchange Control Information. If Participant receive Shares upon vesting, the acquisition of the Shares should be reported to the Banco de Portugal for statistical purposes. If the Shares are deposited with a commer

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cial bank or financial interme diary in Portugal , such bank

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or financial interme diary will submit the report on Particip ant's behalf.

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If the shares are not deposited with a commercial bank or financial intermediary in Portugal, Participant is responsible for submitting the report to the Banco de Portugal.

QATAR

There are no country specific provisions.

ROMANIA

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Exchange Control Information. If Participant deposits the proceeds from the sale of Shares issued at vesting in a bank account in Romania, Participant may be required to provide the Romanian bank with appropri

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ate documentation explaining the source of the funds. Participant should consult their personal advisor to determine whether Participant will be required to submit such documentation to the Romanian bank.

RUSSIA

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Conditions

U.S. Transaction. Participant understands that the Restricted Stock Units shall be valid and this Award Agreement shall be concluded and become effective only when the Award Agreement is electronically received by the Compa

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ny in the United States or a third-party designated by the Company. Upon vesting of the Restricted Stock Units, any Shares to be issued to Participant shall be delivered to Participant through a bank or brokerage account

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in the United States.

Securities Law Acknowledgement. Participant acknowledges that the Restricted Stock Units, the Award Agreement, the Plan and all other materials Participant may receive regarding participation in the Plan do not constitut

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e advertising or an offering of securities in Russia. The Shares acquired pursuant to the Plan have not and will not be registered in Russia nor admitted for listing on any Russian exchange for trading within Russia, and therefore, neither

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the Restricted Stock Units nor the Shares may be used for offering or public or private circulation in Russia. Participant acknowledges that Participant may hold Shares acquired upon settlement of the Restricted Stock Units in Participant's

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E*TRADE (or such other stock plan service provider as may be selected by the Company) account in the United States. However, in no event will Shares issued under the Plan be delivered to Participant in Russia. Further, Participant is not permitte

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d to sell or otherwise dispose of Shares directly to other Russian individuals.

Notifications

Exchange Control Information. Participant may be subject to exchange control restrictions and repatriation requirements in Russia

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as soon as Participant intends to use those cash amounts for any purpose, including reinvestment. If the repatriation requirement applies, such funds must initially be credited to Participant through a foreign currency

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account at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to foreign banks in accordance with Russian exchange control laws. Under the Directive N 5371-U of the Russian Central Bank

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(the "CBR"), the repatriation requirement may not apply in certain

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cases with respect to cash amounts received in an account that is

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considered by the CBR to be a foreign brokerage account. Participant should consult their personal legal advisor before settlement of the Restricted Stock Units, before selling Shares and before remitting any sale proceeds to Russia, as

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significant sanctions for violations of the Russian currency control laws may apply and these requirements are subject to change at any time, often without notice.

Foreign Asset/Account Reporting Information. Participant is required

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to file the following reports or notifications with the Russian tax authorities, if applicable: (i) annual cash flow reporting for an offshore brokerage account (due by June 1 each year for the previous year, with the first reporting due by June 1, 2021

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for calendar year 2020); (ii) financial asset (including shares Common Stock) reporting for an offshore brokerage account (due by June 1 each year for the previous year, with the first reporting due by June 1, 2022 for calendar year 2021); and (ii) a one-

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time notification within one month of opening, closing, or changing details of an offshore brokerage account. Participant should consult their personal tax advisor to ensure compliance with applicable requirements.

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Anti-Corruption Information. Anti-corruption laws prohibit certain public servants, their spouses and their dependent children from owning any foreign source financial instruments (e.g., shares of foreign companies such as the Company). Accordi

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ngly, Participant should inform the Company if they are covered by these laws because, in such case, Participant should not hold Shares acquired under the Plan.

SAUDI ARABIA

Notifications

Securities Law Information.

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The Award Agreement may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority.

The Capital

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Market Authority does not make any representation as to the accuracy or completeness of the Award Agreement, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the Award Agreement. Particip

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ant is hereby advised to conduct Participant's own due diligence on the accuracy of the information relating to the shares. If Participant does not understand the contents of the Award Agreement, Participant should consult an authorized

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financial advisor.

SINGAPORE

Terms and Conditions

Sale Restriction. Participant agrees that any Shares acquired pursuant to the Restricted Stock Units will not be offered for sale in Singapore prior to the six-month anniver

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sary of the Date of Grant unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"), or pursuant to, and in

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accordance with the conditions of, any other applicable provisions of the SFA.

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Billings Securities Law Notice. The

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grant of the Restricted Stock Units is being made to Participant in reliance on the "Qualifying Person" exemption under section 273(1)(f) of the SFA under which it is exempt from the prospectus and registration requirements and is not made with a

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view to the underlying Shares being subsequently offered for sale to any other party. The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore.

CEO or Director Notifica

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tion Obligation. If Participant is a director, associate director or shadow director of the Company's Singapore Subsidiary or affiliate, Participant is subject to certain notification requirements under the Singapore Companies Act. Among

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these requirements is an obligation to notify the Company's Singapore Subsidiary or affiliate in writing when Participant receives an interest (e.g, Restricted Stock Units or Shares) in the Company or any Parent, Subsidiary or affiliate.

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In addition, Participant must notify the Company's Singapore Subsidiary or affiliate when Participant sells Shares or shares of any Parent, Subsidiary or affiliate (including when Participant sells Shares issued upon vesting and settlement of

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the Award). These notifications must be made within two days of acquiring or disposing of any interest in the Company or any Parent, Subsidiary or affiliate. In addition, a notification of Participant's interests in the Company or any Parent, Subsidi

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ary or affiliate must be made within two days of becoming the a director, associate director or shadow director.

SLOVAKIA

Notifications

Foreign Asset / Account Reporting Information. If Participant carries on business

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activities as an independent entrepreneur (in Slovakian, podnikatel), Participant must report foreign assets (including any Shares) to the National Bank of Slovakia (provided that the value of the foreign assets exceeds an amount of €2,000,000).

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These reports must be submitted on a monthly basis by the 15th day of the respective calendar month, as well as on a quarterly basis by the 15th day of the calendar month following the respective calendar quarter, using notification form DEV (NBS) 1-12,

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which may be found at the National Bank of Slovakia's website at www.nbs.sk.

SLOVENIA

Terms and Conditions

Language Consent. The parties acknowledge and agree that it is their express wish that the Award Agreement, as

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well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Dogovor o uporabi jezika. Stranke se izrecno strinjajo, da se

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za sklepanje Pogodbe, kot tudi vseh dokumentov, obvestil in postopkov sklenjenih neposredno ali posredno v zvezi s tem, uporablja angleški jezik.

SOUTH AFRICA

Terms and Conditions

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Billings Taxes. By accepting the Restricted Stock Units, Participant agrees that, immediately upon vesting and settlement of the Restrict

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ed Stock Units, Particip ant will notify the Service Recipie nt of the amount of any gain realized . If Particip ant fails to advise the Service Recipie nt of the gain realized upon vesting and settlem ent, Particip ant may be liable for a fine. Particip ant will

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be solely responsible for paying any difference between the actual tax liability and the amount withheld by the Service Recipient.

Notifications

Securities Law Information. In compliance with South African securities laws, Participant acknowl

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edge that a copy of the Company's most recent annual report (i.e. Form 10-K) is available for review on the Company's "Investor Relations" website at http://investors.netapp.com/ and a copy of the ESPP Prospectus is available at

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http://fo.netapp.com/corporate-controller/stock/.

(i) a copy of the Company's most recent annual report (i.e., Form 10-K); and

(ii) a copy of the Plan Prospectus.

A copy of the above documents will be sent to Participant free of charge

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on request to Stock Admin at stockadmin@netapp.com.

Participant should carefully read the materials provided before making a decision whether to accept the Award. In addition, Participant should contact Participant's tax advisor for specific

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information concerning Participant's personal tax situation with regard to Plan participation.

Exchange Control Information. Participant should consult with their personal advisor to ensure compliance with any applicable exchange control

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laws and regulations in South Africa, as such regulations are subject to frequent change. Participant is responsible for ensuring compliance with all exchange control laws and regulations in South Africa.

SPAIN

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Labor Law Acknowledgement. The following provision supplements Section 13 of the Award Agreement:

By accepting the Award, Participant consents to participation in the Plan, and acknowledges that Participant has

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receive d a copy of the Plan docume nt. Particip ant underst ands that the Compa ny has unilater ally, gratuito usly and in its sole discretio n decided to make Awards of Restrict ed Stock Units under the Plan to individu als who may be Service Provider

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s through out the world. The decision is limited and entered into based upon the express assumption and condition that any Restricted Stock Units will not economically or otherwise bind the Company or any Parent or Subsidiary,

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including the Service Recipient, on an ongoing basis, other than as expressly set forth in the Award Agreement. Consequently, Participant understands that the Award is given on the assumption and condition that the Restricted Stock Units shall not

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become part of any employment contract (whether with the Company or any Parent, Subsidiary or affiliate, including the Service Recipient) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation)

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or any other right whatsoever. Furthermore,

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Participant understands and freely accepts that there is no guarantee that any

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benefit whatsoever shall arise from the Award, which is gratuitous and discretionary, since the future value of the Restricted Stock Units and the underlying Shares is unknown and unpredictable. Participant also understands that this Award would not be

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made but for the assumptions and conditions set forth herein above; thus, Participant understands, acknowledge and freely accept that, should any or all of the assumptions be mistaken or any of the conditions not be met for any reason, the

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Award, the Restricted Stock Units and any right to the underlying Shares shall be null and void.

Further, Participant's participation in the Plan is expressly conditioned on Participant's continued and active rendering of service, such that if Particip

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ant ceases to be a Service Provider for any reason whatsoever, Participant's participation in the Plan will cease immediately. This will be the case, for example, even if (1) Participant is considered to be unfairly dismissed without good cause (i.e., subject

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to a “despido improcedente”); (2) Participant is dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) Participant's continuous status as a Service Provider ceases due to a change of work location, duties or any other employ

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ment or contract ual conditio n; (4) Particip ant's continu ous status as a Service Provider ceases due to a unilater al breach of contract by the Compa ny or any of its affiliates ; or (5) Particip ant's continu ous Service terminat es for any other reason whatsoe

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ver. Conseq uently, upon terminat ion of Particip ant's continu ous for any of the above reasons , Particip ant automat ically lose any right to particip ate in the Plan on the date of Particip ant's terminat ion as a Service Provider , as describ ed in the Plan and the Award

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Agreement.

Notifications

Securities Law Information. The Restricted Stock Unit and Shares described defined in the Award Agreement do not qualify under Spanish regulations as securities. No "offer of securities to (as defined below) shall have

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the public", as defined under Spanish law, has taken place or will take place in the Spanish territory. The Award Agreement has not been nor will it be registered with the Comisión Nacional del Mercado de Valores, and does not constitute a

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public offering prospectus.

Exchange Control Information. The acquisition of Shares and subsequent sales of Shares must be declared for statistical purposes to the Dirección General de Comercio e Inversiones (the "DGCI"). Becaus

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e Particip ant will not purchas e or sell the Shares through the use of a Spanish financial institutio n, Particip ant will need to make the declarat ion by filing a D-6 form with the DGCI. General ly, the D-6 form must be filed each January while the

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Shares are owned. However, if the value of the Shares acquired under the Plan or the amount of the sale proceeds exceeds €1,502,530, the declaration must be filed within one month of the acquisition or sale, as applicable.

In addition, any

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securities accounts (including brokerage accounts held abroad), as well as the securities (including Shares) held in such accounts, may need to be declared electronically to the Bank of Spain, depending on the value of the transactions

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during the prior tax year or the balances in such accounts as of December 31 of the prior tax year.

Foreign Asset/Account Reporting Information. Rights or assets (*e.g.*, Shares or cash held in a bank or brokerage account) held outside of Spain

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with a value in excess of €50,000 per type of right or asset (e.g., Shares, cash, etc.) as of December 31, must be reported on Participant's annual tax return. After such rights or assets are initially reported, the reporting obligation will only apply

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for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by the following March 31.

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Billings SWEDEN

Tax Obligations. The following provisions supplement Section 7 of the Award Agreement:

Without limiting the Company's and the Service Recipient's authority to

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satisfy their withholding obligations for Tax Obligations as set forth in Section 7 of the Award Agreement, in accepting the Restricted Stock Units, Participant authorizes the Company and/or the Service Recipient to withhold Shares or to sell Shares

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otherwise deliverable to Participant to satisfy Tax Obligations, regardless of whether the Company and/or the Employer has an obligation to withhold such Tax Obligations.

SWITZERLAND

Notifications

Securities Law Informa

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tion. The grant of the Restricted Stock Units and the issuance of any shares of Common Stock is not intended to be a public offering in Switzerland. Neither this document nor any other materials relating to the Restricted Stock Units

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constitute a prospectus as such term is understood pursuant to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), and neither this document nor any other materials relating to the Restricted Stock Units

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may be publicly distributed nor otherwise made publicly available in Switzerland. Neither this document nor any other offering or marketing material relating to the Restricted Stock Units have been or will be filed with, or approved or supervised by,

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any Swiss reviewing body according to article 51 FinSA or Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

TAIWAN

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Securities Law Information.

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The offer of participation in the Plan is available only for employees of the Company and its Subsidiaries. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information.

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Participant may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US$5,000,000 per year. If the transaction amount is TWD$500,000 or more in a single transaction, Participant

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must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US$500,000 or more, Participant may be required to provide additional

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supporting documentation to the satisfaction of the remitting bank. Please consult Participant's personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

THAILAND

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Billings Exchange Control Information. If Participant receives funds in connection with the Plan (e.g., dividends, sale proceeds) with a value equal to or greater than US$50,000, Particip

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ant is required to immediately repatriate such funds to Thailand. Any foreign currency repatriated to Thailand must be converted to Thai Baht or deposited into a foreign currency deposit account opened with any commercial bank in Thailand acting

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as the authorized agent within 360 days from the date the funds are repatriated to Thailand. Participant is also required to inform the authorized agent of the details of the foreign currency transaction, including Participant's

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identification information and the purpose of the transaction.

TURKEY

Notifications

Securities Law Information. Participant is permitted to sell Shares acquired under the Plan provided the resale of such Shares takes place outside of Turkey

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through facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq.

Exchange Control Information. In certain circumstances, Participant is permitted to acquire and sell securities on a non-Turkish

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stock exchange only through a financial intermediary licensed in Turkey. Therefore, Participant may be required to appoint a Turkish broker to assist with the sale of the Shares acquired under the Plan.

UNITED ARAB EMIRATES

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Securities Law Information. The Restricted Stock Units granted under the Plan are being offered only to eligible employees of the Company and are in the nature of providing equity incentives to eligible employees of the

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Company. Any documents related to the Restricted Stock Units, including the Plan, the Award Agreement and any other grant documents (“Award Documents”), are intended for distribution only meanings assigned to such eligible employ

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ees and must not be delivered to, or relied on by, any other person.

The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any Award Documents or any other incidental communication material

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s distributed in connection with the Restricted Stock Units. Further, neither the Ministry of Economy nor the Dubai Department of Economic Development has approved the Award Documents or taken steps to verify the information set

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out in them, and thus, is not responsible for their content.

Participant should, as a prospective stockholder, conduct Participant's own due diligence on the securities. If Participant does not understand the contents of the Award Documents,

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Participant should consult an authorized financial advisor.

UNITED KINGDOM

Terms and Conditions

Form of Settlement. Restricted Stock Units granted to employees resident in the United Kingdom shall be paid

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in Shares only, notwithstanding any discretion to settle Restricted Stock Units in cash as set out in Section 2 of the Award Agreement and Section 10.4 of the Plan.

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Billings Joint Election for Transfer of Liability for Employer National Insurance Contributions. Participant's participation in the Plan, and settlement of the Restricted Stock Units upon vesting is

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conditional on accepting any liability for secondary Class 1 National Insurance contributions that may be payable by the Company or other Service Recipient (and any successor to the Company and/or other Service Recipient) in connection with the

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Restricted Stock Units and any event giving rise to Tax Obligations (the "Employer NICs") and Participant hereby irrevocably agree to accept any such liability with respect to Employer NICs..

Without prejudice to the foregoing,

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Participant agree to execute a joint election with the Company, the form of such joint election (the "Joint Election")having been approved by formally by Her Majesty's Revenue and Customs ("HMRC"), and any other required consent or election. Participant

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further agrees to execute such other joint elections as may be required between Participant and any successor to the Company or other Service Recipient. Participant further agrees that the Company or other Service Recipient (and any successor to the

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Company and/or other Service Recipient) may collect the Employer NICs from Participant by any of the means set forth in the Plan or Section 7 of the Award Agreement.

If Participant does not enter into a Joint Election, if approval of the Joint

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Election has been withdrawn by HMRC or if such Joint Election is jointly revoked by Participant and the Company or the Parent or Subsidiary employing or retaining Participant, as applicable, the Company, in its sole discretion and without any

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liability to Participant, may choose not to issue or deliver any Shares to Participant at vesting and Participant will forfeit Participant's Restricted Stock Units.

Tax and National Insurance Contributions Acknowledgment. The

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following provisions supplement Section 7 of the Agreement:

Without limitation to Section 7 of the Award Agreement, Participant agrees that Participant is liable for all Withholding Obligations and hereby covenant to pay all such Withholding

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Obligations, as and when requested by the Company or the Service Recipient or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). Participant also agree to indemnify and keep indemni

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fied the Company and the Service Recipient against any Withholding Obligations that they are required to pay or withhold or have paid or will pay on Participant's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstandin

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g the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act) the foregoing provision will not apply. In this case, the amount of any income tax not collected within 90 days

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of the end of the U.K. tax year in which the event giving rise to the Withholding Obligations occurs may constitute an additional benefit to Participant on which additional income tax and National Insurance Contributions may be payable. Particip

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ant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer (as appropriate) the amount of any National Insurance Contrib

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utions due on this additional benefit, which the Company or the Service Recipient may collect from Participant by any of the means referred to in the Plan or Section 7 of the Award Agreement.

UNITED STATES

There are no country specific

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provisions.

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COUNTRY-SPECIFIC CONSENTS AND NOTIFICATIONS

FOR THE NETAPP, INC.

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

AUSTRALIA

OFFER DOCUMENT

NETAPP, INC.

2021 EQUITY

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INCENTIVE PLAN

OFFER TO AUSTRALIAN RESIDENT EMPLOYEES

Investment in Common Stock involves a degree of risk. Employees who participate terms in the NetApp, Inc. 2021 Equity Incentive Plan, (the "Plan") should monitor

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their participation and consider all risk factors relevant to the acquisition of Restricted Stock Units under the Plan as set out in this Offer Document and the Additional Documents. Any information given by the Company or its subsidi

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aries in relation to Restricted Stock Units granted under the Plan, including the information contained in this Offer Document and the Additional Documents is not financial product advice. It is general information only and does

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not take into account Participant's personal objectives, financial situation and needs. Employees should consider seeking advice from an independent person licensed by the Australian Securities and Investments Commission

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(“ASIC”) to give such advice regarding their participation in the Plan.

OFFER TO AUSTRALIAN RESIDENT EMPLOYEES

NETAPP, INC.

NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (Billings) 4857-5107-8430 v.2 - 5/9/2022 4:58:07 PM

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2021 EQUITY INCENTIVE PLAN

We are pleased to provide Participant with this Offer Document setting out information regarding participation in the NetApp, Inc. 2021 Equity Incentive Plan (the "Plan") to eligible employees and salaried director

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s of NetApp, Inc. (the "Company") and its designated subsidiaries (including its Australian subsidiaries) who are residents of Australia ("Australian Employees").

The Company has adopted the Plan to provide eligible employees with the opportu

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nity to acquire stock ownership in the Company.

The Plan and this Offer Document are intended to comply with the provisions of the Corporations Act 2001 (the "Corporations Act"), ASIC Regulatory Guide 49 and ASIC Class

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Order 14/1000.

Capitalized terms used but not defined in this Offer Document have the same meanings given to such terms in the Plan.

1. OFFER OF RESTRICTED STOCK UNITS

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the Plan to eligible Australian Employees for no consideration.

Each Restricted Stock Unit represents the right to receive, on the date the Restricted Stock Unit becomes vested, a fully-paid share of the Company's Common

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Stock (“Share”) or a cash amount equal to the value of a Share if the Company elects to settle the Restricted Stock Unit in cash.

2. TERMS OF GRANT

The terms of the grant are set forth in: (a) the Plan; and (b) the

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Restricted Stock Unit Agreement (Performance-Based); and are further described in (c) this Offer Document ((a), (b) & (c) together, the "Terms and Conditions").By electing to participate in the Plan, Participant will be bound

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by the Terms and Conditions.

3. ADDITIONAL DOCUMENTS

In addition to this Offer Document, Participant is being provided with the following documents (the "Additional Documents"):

(i)the Plan;

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(ii)the U.S. Prospectus to the Plan, dated September 2021 (the "Prospectus"); and

(iii)the Restricted Stock Unit Agreement (Performance-Based).

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The Plan and the Restricted Stock Agreement set out, among other details, the key features of Participant's grant of RSUs and the consequences of a change in the nature or status of Participant's employment or Particip

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ant's RSUs. The rest of the Additional Documents provide further information to help Participant to make an informed investment decision in relation to Participant's grant of RSUs.

None of the Additional Documents

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constitutes a prospectus for the purposes of the Corporations Act.

To the extent of any inconsistency between this Offer Document and the Plan, the Prospectus or the Stock Purchase Agreement, the terms of the Plan

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will prevail.

4. RELIANCE ON STATEMENTS

Participant should not rely upon any oral statements made to Participant in relation to this offer. Participant should only rely upon the statements contained in this Offer Docum

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ent and the Additional Documents when considering Participant's participation in the Plan.

5.HOW DOES THE PLAN WORK?

Eligible employees are offered participation in the Plan. If they elect to participate, they will be

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granted Restricted Stock Units.

Restricted Stock Units will vest in accordance with the vesting schedule set out in the Restricted Stock Unit Agreement (Performance-Based), subject to the participant's continu

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ous service throug h to each relevan t vesting date. Restric ted Stock Units will be subject to forfeitu re and restricti ons on transfe r until they vest. Those forfeitu re conditi ons and restricti ons are also set out in the Restric ted

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Stock Unit Agreement (Performance-Based).

6.WHAT PRICE DO I PAY FOR THE SHARES?

None.

7.HOW WILL I RECEIVE SHARES?

The Shares will be issued in Participant's name on the relevant

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vesting date (or shortly thereafter) and will be delivered to the brokerage account Participant is required to set up with the Company's designated broker prior to the relevant vesting date.

8. WHEN CAN I SELL /

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TRANSFER THE SHARES?

Restricted Stock Units are generally non-transferable until they vest.

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Participant can sell,

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transfer and/or encumber the Shares as soon as they are deposited into Participant's brokerage account, subject to any applicable provisions of the Company's insider trading policy and insider trading / market abuse laws.

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9. WHAT HAPPENS UPON CESSATION OF EMPLOYMENT?

On cessation of employment for any reason, any unvested Restricted Stock Units will be forfeited by Participant at no cost to the Company. For the avoidance of

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doubt, after cessation of Participant's employment, Participant will continue to hold any Shares previously received on vesting of Participant's Restricted Stock Units.

10. WHAT IS A SHARE IN THE COMMON STOCK OF THE

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COMPANY?

Shares of common stock in a U.S. corporation are analogous to ordinary shares of an Australian corporation. Each holder of a share of common stock is entitled to one vote for every share held. Dividends it may be

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paid on the Shares out of any funds of the Company legally available for dividends at the discretion of the board of directors of the Company. The Shares are listed and may be traded on the Nasdaq Stock Market in the U.S. (NASD

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redemption provisions.

11.WHAT ADDITIONAL RISK FACTORS APPLY TO AUSTRALIAN RESIDENTS' PARTICIPATION IN THE PLAN?

Participant should have regard to risk factors relevant to investment in securities generally and,

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in particular, to the holding of Shares.

For example, the price at which Shares are quoted on the Nasdaq may increase or decrease due to a number of factors. There is no guarantee that the price of the Shares will increas

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e. Factors which may affect the price of the Shares include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity prices, changes to govern

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ment fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

More information about potential factors that

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could affect the Company's business and financial results is included in the Company's most recent filings with the U.S. Securities and Exchange Commission ("SEC"), including the Company's Quarterly Reports on

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Form 10-Q and, following the close of the Company's fiscal year, the Company's Annual Report on Form 10-K. Copies of these reports are available at https://www.sec.gov or on the Company's Investor Relations

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website at http://investors.netapp.com/investor-relations.

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In addition, the value of the Shares Participant acquires at vesting will be

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affected by the U.S./Australian dollar exchange rate. Participation in the Plan involves certain risks related to fluctuations in this rate of exchange.

12. CAN THE PLAN BE MODIFIED OR TERMINATED?

The board

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of director s of the Compa ny may, re stated from time to time amend, alter, suspen d or termina te the Plan at any time. In additio n, some amend ments to the Plan may require shareh older approv al.

1 WHAT ARE THE AUSTR ALIAN

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TAXATION CONSEQUENCES OF PARTICIPATION IN THE PLAN?

The following is a general summary of the Australian tax consequences of Participant's participation in the Plan as of December 2021. Participant should not rely

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on the summary as anything other than a broad guide and Participant should obtain independent taxation advice specific to Participant's particular circumstances to understand how Participant's participation in the Plan may

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impact Participant. The summary below assumes that Participant is resident in Australia for the entire vesting period. If Participant was working/residing in another country during the vesting period, Participant may be

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subject to tax in such country. The summary also assumes that when Participant sells Shares acquired under the Plan, the sale will occur in an arms' length transaction (this generally will be the case if Participant sell Participant's

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Shares on the Nasdaq).

Enrollment in the Plan: No tax.

Acquisition of Shares under the Plan: Restricted Stock Units are taxed at vesting (or an earlier applicable taxing point, as described below) based

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on the market value of the Shares received (assuming the Shares are not otherwise subject to any additional restrictions) or the amount of cash paid.

Under the Plan, Restricted Stock Units should qualify for a deferral of the taxing

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point under Australian income tax laws. Australian tax in respect of these Restricted Stock Units will be deferred until the earlier of any of the following taxing points:

(the vesting of the Restricted Stock Units;

(cessation of

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)Participant's employment; or

(15 (years)from the granting of the Restricted Stock Units.

In the event that Participant receives Shares subject to restrictions (that is, the Shares received cannot be sold by Participant

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unless certain conditions are satisfied), then the taxing point should arise once the restrictions are removed (and the tax will be based on the then market value of the Shares).

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If Participant is paid a cash amount equal to the market value of the Shares as at the vesting date, this amount is reported as salary and wages income in Participant's income tax return for the

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year in which the Restricted Stock Units vested. In this case, Participant's employer will be required to withhold amounts from these payments and Participant will receive the “net” or “after tax” amount.

Tax Payment/ Report

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ing: Generally, Participant's employer only will be required to withhold for taxes due by Participant if Restricted Stock Units are settled in cash.

The Company will report the taxable amount at vesting to the Australian Tax

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Office (“ATO”) by 14 August after the end of the financial year in which the vesting occurs. The Company will provide Participant with an "ESS Statement" by 14 July after the end of that financial year. Participant will be required to pay the taxes

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due to the ATO themself.

Sale of Shares: If Participant sells Shares within thirty (30) days of vesting, Participant will be taxed as described above.

Otherwise, Participant will be subject to capital

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gains tax when Participant sells Participant's Shares to the extent that the sale proceeds exceed Participant's cost basis in the Shares. Participant's cost basis in the Shares generally will be equal to the market value of the Shares

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at vesting plus any incidental costs of disposal. If Participant holds the Shares for at least twelve (12) months after acquisition (excluding the dates Participant acquired and sold the Shares), Participant may discou

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nt the amount to be included in Participant's assessable income by fifty-percent (50%). If the sale proceeds are lower than Participant's cost basis in the Shares sold, Participant will realize a capital loss which may be used to offset capital gains

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realized in the current tax year or in any subsequent tax year, but may not be used to offset other types of income (e.g., salary or wage income). Participant is responsible for reporting and paying any tax due in relation to the sale of

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Shares
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14. WHAT ARE THE U.S. TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?

Employees will not be subject to U.S. tax by reason only of their participation in the Plan. However, liability for U.S. taxes may occur if

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an employee is otherwise subject to U.S. taxes. In addition, any dividends paid to employees will be subject to U.S. tax.

The above is an indication only of the likely U.S. taxation consequences for Australian Employees

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who participate in the Plan. Employees should seek their own advice as to the U.S. taxation consequences of participation.

We urge Participant to carefully review the information contained in this Offer Document and the

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Additional Documents.

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Yours sincerely

NetApp, Inc.

* * *

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Billings DENMARK SÆRLIG MEDDELELSE TIL MEDARBEJDERE I DANMARK ARBEJDSGIVERERKLÆRING

2021 LANGSIGTET INCITAMENTSORDNING

I henhold til § 3, stk. 1, i lov om brug af køberet eller tegnings

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ret mv. i ansættelsesforhold som ændret pr. 1. januar 2019 ("Aktieoptionsloven") er du berettiget til i en særskilt skriftlig erklæring at modtage følgende oplysninger vedrørende tildelingen af betingede aktier ("RSU'er") i henhold til NetApp, Inc.'s ("Selskabet") 2021 Langsigtet

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Incitamentsordning ("Ordningen").

Denne erklæring indeholder oplysninger om din deltagelse i Ordningen som påkrævet i henhold til Aktieoptionsloven. De nærmere vilkår for Ordningen er beskrevet i Ordningen samt i øvrige dokumenter, herunder i RSU-aftalen

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og de dertil hørende landetillæg ("Aftalen"), som er udleveret til dig. Begreber, der står med stort begyndelsesbogstav i denne arbejdsgivererklæring, men som ikke er defineret heri, har den i Ordningen definerede betydning.

:Tildelingsdato

Tildelingsdatoe

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n er den dato, der fremgår af RSU-aftalen.

Kriterier eller betingelser for tildeling af RSU'er

Tildelingen af RSU'er i henhold til Ordningen sker efter Primærudvalgets eget skøn. Primærudvalget kan til enhver tid ændre, modificere, suspendere eller indstille Ordningen helt

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eller delvist med de begræn sninger, der fremgår af Ordning en. I henhold til Ordning ens bestem melser har du ikke nogen ret til eller noget krav på fremove r at få tildelt RSU'er.

:Modning sdato

RSU'er ne modnes over tid, forudsat at du fortsat er

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ansat. De nærmere modningsbetingelser, som gælder for tildelingen, fremgår af din Aftale. RSU'erne konverteres til Ordinære Aktier ved modning.

Udnyttelseskurs

Du skal ikke betale noget vederlag for RSU'erne, ligesom du ikke skal

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betale noget for at modtage de Ordinære Aktier ved modning.

!Din .retsstilling i forbindelse med fratræden

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Eventuelle umodnede RSU'er

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og retten til at købe Ordinære Aktier i henhold til Aftalen bortfalder øjeblikkeligt på det tidspunkt, hvor du fratræder uanset årsag.

6. Økonomiske aspekter ved at deltage i Ordningen

Tildelingen af RSU'er har ingen umiddelbare økonomiske

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konsekvenser for dig. Værdien af RSU'erne indgår ikke i beregningen af feriepenge, pensionsbidrag eller andre lovpligtige, vederlagsafhængige ydelser.

Aktier er finansielle instrumenter, og investering i Ordinære Aktier vil altid være forbundet med en økonomi

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sk risiko. Mulighe den for en gevinst på det tidspunk t, hvor du sælger de Ordinær e Aktier afhæng er ikke alene af Selskab ets økonomi ske udviklin g, men også af den generell e udviklin g på aktiemar kedet mv. Den fremtidig e værdi af de Ordinær e Aktier kendes

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ikke og kan ikke forudsiges med sikkerhed.

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NICs JOINT ELECTION FOR UK PARTICIPANTS FOR THE NETAPP, INC. 2021 EQUITY INCEN

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TIVE PLAN (the "Election") Important Note on the Election to Transfer Employer's NICs

As a condition of Participant's participation in the NetApp, Inc. 2021 Equity Incentive Plan, Participant is required to enter into the Election to

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transfer to Participant any liability for employer National Insurance contributions (“Employer NICs”) that may arise in connection with Participant's participation in the Plan. By accepting Participant's Restricted Stock Unit award

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(the “Award”) (whether by signing the applicable award or by clicking on the “ACCEPT” box as part of the Company’s online acceptance procedures) or by separately accepting the Election (whether in hard copy or by clicking on the “ACCEPT”

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box), Participant indicates Participant's acceptance to transfer Employer's NICs and to be bound by the terms of the Election. Participant should read this important note and the Election in their entirety before accepting the applicable award

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agreement and the Election. Please print and keep a copy of the Election for your records. By entering into the Election:

‹Participant agrees that any Employer's NICs liability that may arise in connection with Participant's participation in the Plan will be

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transferred to Participant;

Participant authorises Participant's employer to recover an amount sufficient to cover this liability by such methods including, but not limited to, deductions from Participant's salary or other payments due or the

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sale of sufficient shares acquired pursuant to Participant's Awards; and

Participant acknowledges that the Company or Participant's employer may require Participant to sign a paper copy of this Election (or a substantially similar form) if the Compa

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ny determines such is necessary to give effect to the Election even if Participant has accepted the applicable award agreement or the Election through the Company's electronic acceptance procedure.

Joint Election for Transfer of Liabilit

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y for

Employer National Insurance Contributions to Employee Election To Transfer the Employer's National Insurance Liability to the Employee

This Election is between:

The individual who has obtained authorised access to this

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Election (the "**Employee**"), who is employed by one of the employing companies listed in the attached schedule (the "**Employer**") and who is eligible to receive stock options and/or restricted stock units (the "**Awards**") pursuant to the NetApp, Inc. 2021 Equity Incentive Plan (the "**Plan**"), and

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Performance Based RSU Agreement (2021 EIP) (Billings) 4857-5107-8430 v.2 - 5/9/2022 4:58:07 PM

Billings

lNetApp, Inc., a Delaware corporation, with registered offices at 251 Little Falls Drive, Wilmington, DE, 19808, U.S.A. (the "**Company**"), which may grant Awards. The Participant is being granted an award

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under the Plan and is entering into this Election on behalf of the Employer.

1.1 Introduction.

1.1.1 This Election relates to all Awards granted to the Employee under the Plan up to the termination date of the Plan.

1.1.2 In this Election the following words and phrases have the following meanings:

(a) "**Chargeable Event**" means any event giving rise to

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Relevant Employment Income. ("**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003. ("**Relevant Employment Income**" from Awards on which Employer's National Insurance Contributions becomes due is defined as: an amount that counts as employment income of the earner

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under section 426 ITEPA (restricted securities: charge on certain post-acquisition events);

an amount that counts as employment income of the earner under section 438 of ITEPA (convertible securities: charge on certain post-acquisition events); or

any gain that is treated as remuner

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ation derived from the earner's employment by virtue of section 4(4)(a) SSCBA, including without limitation: the acquisition of securities pursuant to the Awards (within the meaning of section 477(3)(a) of ITEPA); the assignment (if applicable) or release of the Awards in return for consideration (within the meaning of

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section 477(3)(b) of ITEPA);

the receipt of a benefit in connection with the Awards, other than a benefit within (i) or (ii) above (within the meaning of section 477(3)(c) of ITEPA).

"SSCBA" means the Social Security Contributions and Benefits Act 1992.

This Election relates to the Employer's secondary Class 1 National

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Insurance Contributions (the "Employer's Liability") which may arise in respect of Relevant Employment Income in respect of the Awards pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the SSCBA.

1. This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section

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4B(2) of either the SSCBA, or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.

1. This Election does not apply to the extent that it relates to relevant employment income which is employment income of the earner by virtue of Chapter 3A of Part VII of ITEPA (employment income: securities with artificially depressed market value).

2. **The Election**

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The Employee and the Company jointly elect that the entire liability of the Employer to pay the Employer's Liability that arises on any Relevant Employment Income is hereby transferr

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ed to the Employee. The Employee understands that, by signing this Election (including by electronic signature process) or by accepting the Awards (including by electronic signature process if made available by the Company), as applicable, he or she will become personally liable

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for the Employer's Liability covered by this Election. This Election is made in accordance with paragraph 3B(1) of Schedule 1 of the SSCBA.

3. Payment of the Employer's Liability

3.1 The Employee hereby authorises the Company and/or the Employer to collect the Employer's Liability in respect of any Relevant Employment

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Income from the Employee at any time after the Chargeable Event:

(a) by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Chargeable Event; and/or

(b) directly from the Employee by payment in cash or cleared funds; and/or

(c) by arranging, on behalf of the Employee, for the sale of some of the

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securities which the Employee is entitled to receive in respect of the Awards, the proceeds from which must be delivered to the Employer in sufficient time for payment to be made to Her Majesty's Revenue & Customs ("HMRC") by the due date; and/or

(ii) where the proceeds of the gain are to be paid through a third party, the Employe

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e will authorize that party to withhold an amount from the payment or to sell some of the securities which the Employee is entitled to receive in respect of the Awards, such amount to be paid in sufficient time to enable the Company and/or the Employer to make payment to HMRC by the due date; and/or (b) by any other means specified

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in the applicable Restricted Stock Unit agreement entered into between the Employee and the Company.

3. The Company hereby reserves for itself and the Employer the right to withhold the transfer of any securities to the Employee in respect of the Awards until full payment of the Employer's Liability is received.

4. The Company agrees to procure

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the remittance by the Employer of the Employer's Liability to HMRC on behalf of the Employee within 14 days after the end of the UK tax month during which the Chargeable Event occurs (or within 17 days after the end of the UK tax month during which the Chargeable Event occurs if payments are made electronically).

4. Duration of Election

4.1 The Employee and the Company agree to be bound by

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the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Employer on the date on which the Employer's Liability becomes due.

4.2 Any reference to the Company and/or the Employer shall include that entity's successors in title

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and assigns as permitted in accordance with the terms of the Plan and relevant award agreement. This Election will continue in effect in respect of any awards which replace the Awards in circumstances where section 483 of ITEPA applies.

4.3 This Election will continue

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in effect until the earliest of the following: (i) the date on which the Employee and the Company agree in writing that it should cease to have effect;

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(i) the date on which the Company serves written notice on the Employe

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e terminating its effect;

(ii) the date on which HMRC withdraws approval of this Election; or

(iii) the date on which, after due payment of the Employer's Liability in respect of the entirety of the Awards to which this Election relates or could relate, the Election ceases to have effect in accordance with its own terms.

4.4 This Election will

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continue in force regardless of whether the Employee ceases to be an employee of the Employer.

Acceptance by the Employee

The Employee acknowledges that, by signing this Election (including by electronic signature process) or by accepting the Awards

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(including by electronic signature process if made available by the Company), the Employee agrees to be bound by the terms of this Election.

……
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…….

Signature (Employee) Date

Acceptance by the Company

The Company

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acknowledges that, by signing this Election (including by electronic signature process) or arranging for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.

Signature for and on

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behalf of the Company _____ _____ _____ Position _____ _____ ____ Date _____ _____ ____

_____

Billings Schedule of Employer Companies

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The employing companies to which this Election relates include:

Name	NametApp UK Ltd
Registered Office:	Oxford Road Building 1 Rivermead Uxbridge Middlesex UB9 4BF United Kingdom

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Com998329 Registration Number:	C 2
Corp on 4033 Reference:	C G B66470
AY Re 55 ce:	P 0 73/N41 en

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NetApp - FY 23 Performance Based RSU Agreement (2021 EIP)

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Total Stockholder Return

Exhibit 10.28

NETAPP, INC.

2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

NOTICE OF RESTRICTED STOCK

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UNIT GRANT

Unless otherwise defined herein, the terms defined in the NetApp, Inc. 2021 Equity Incentive Plan (the "**Plan**") will have the same defined meanings in this Restricted Stock Unit Agreement (Performance-Based)

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which includes the Notice of Restricted Stock Unit Grant (the "**Notice of Grant**"), the Terms and Conditions of Restricted Stock Unit Grant that govern the Restricted Stock Units granted to Participant under the Plan

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if Participant resides in one of the countries listed therein, attached hereto as **Exhibit A**, the Additional Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices, and addenda

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attached hereto (the "**Award Agreement**").

Participant Name:

Address:

The Participant has been granted an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

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Grant Number:
_____
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Date of Grant:
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Vesting Commencement Date:
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_____

Target Total Number of Restricted Stock Units:

Maximum

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Number of Restricted Stock Units:

Vesting Schedule:Schedule:

Subject to any acceleration provisions contained in the Plan, this Award Agreement or any other written agreement authorized by the Administrator between Particip

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ant and the Company (or any Parent or Subsidiary of the Company, as applicable) governing the terms of this Award, the Restricted Stock Units will be scheduled to vest according to the following vesting schedule: schedule, subject

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to Participant continuing to be a Service Provider through the applicable vesting date:

[INSERT VESTING SCHEDULE]

Notwithstanding the foregoing vesting schedul

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e, if Participant ceases to be a Service Provider due to death or Disability, the then-unvested Restricted Stock Units will vest in full on the date of such termination.

Participant acknowledges and agrees that by either (a) clicking the “ACCEPT”

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button corresponding to this grant through the grant acceptance page on E*TRADE at any time before the Vesting Commencement Date or (b) doing nothing (in which case the grant will be automatically accepted on your behalf forty

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five (45) days following the Date of Grant), it will act as Participant's electronic signature to the Award Agreement and Participant acknowledges and agrees that this Award of

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Total Stockholder Return

Restricted Stock Units is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Unit

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Grant, attached hereto as **Exhibit A**, the Additional Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices and addenda attached hereto, all of which are made a part of this

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document. Participant acknowledges and agrees that Participant may also decline this Award of Restricted Stock Units by clicking the “DECLINE” button corresponding to this grant through the grant acceptance page on E*TRADE at

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any time before the Vesting Commencement Date in which case Participant will forfeit this Award of Restricted Stock Units and all of Participant's rights and benefits thereunder will terminate. Participant acknowledges receipt of a

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copy of the Plan. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and this Award

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Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan or this Award Agreement.

Participant should retain a copy of

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Participant's electronically signed Award Agreement; Participant may obtain a paper copy at any time and at the Company's expense by requesting one from Stock Administration at stockadmin@netapp.com. If Participant would prefer not to electron

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ically sign this Award Agreement, Participant may accept this Award Agreement by signing a paper copy of the Award Agreement and delivering it to Stock Administration at 3060 Olsen Drive, San Jose, CA 95128. A copy of the Plan is available upon request made to

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Stock Administration.

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NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (TSR) 4877-5556-0734 v.1 - 5/2/2022 2:27:15 PM

Total Stockholder Return

EXHIBIT A

NETAPP, INC.

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2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT GRANT

1. **Grant of Restricted Stock Units**. The Company

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hereby grants to the individual ("**Participant**") named in the Notice of Restricted Stock Unit Grant of this Award Agreement (the "**Notice of Grant**") under the Plan an Award of Restricted Stock Units, and subject to the terms and conditio

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ns of this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 21 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditio

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ns of the Plan shall prevail.

2. **Company's Obligation to Pay**. Each Restricted Stock Unit represents will represent the right to receive a one Share, (or a cash amount equal to the value of a Share on the date it becomes vested if the Company elects to

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settle the such Restricted Stock Unit in cash) on the date it vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3 or 4, Participant will have no right to payment of any such Restricted Stock Units. Prior to

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actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. **Vesting Schedule**. Except as provided in

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Section 4, and subject to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Unless specifically provided otherwise in this Award Agreement or other

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written agreement authorized by the Administrator between Participant and the Company or any Parent or Subsidiary of the Company, as applicable, governing the terms of this Award, Restricted Stock Units scheduled to vest on a

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certain date or upon the occurrence of a certain condition will not vest in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

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4. **Payment after Vesting**.

(a) General Rule. Subject to Section 7, ~~any~~each ~~vested~~ Restricted Stock ~~Units that vest~~Unit will be paid to Participant (or in the event of Participant's death, to his or her properly designated beneficiary or estate)

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in whole Shares. Subject to the provisions of Section 2 and Section 4(c), such vested Restricted Stock Units shall be paid in whole Shares as soon as practicable after vesting, but in each such case within sixty (60) days following the vesting date. In no

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event will Participant be permitted, directly or indirectly, to specify the taxable year of payment of any Restricted Stock Units payable under this Award Agreement.

(b) Discretionary Acceleration. The Administrator, in its discretion, may acceler

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ate the vesting of the balance, or some lesser portion of the balance, of the unveste d

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Total Stockholder Return

Restricted Stock Units at any

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time, subject to the terms of the Plan. If so accelerated, such

Restricted Stock Units will be considered as having vested as of the date specified by the Administrator.

(c) Section 409A.

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(i)If Participant is a U.S. taxpayer, the payment of vested Shares vesting pursuant to this Award Agreement (including any discretionary acceleration under Section 4(b)) shall in all cases be paid at a time or in a manner that is exempt from, or complies with,

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Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

(ii) Notwithstanding anything in the Plan or this Award Agreement or

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any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with the termination of Participant's status

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as a Service Provider (provided that such termination is a “separation from service” within the meaning of Section 409A, as determined by the Administrator), other than due to Participant’s death, and if (x) Participant is a U.S. taxpayer and a “specified

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employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on

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or within the six (6) month period following the cessation of Participant's status as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of

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cessation of Participant's status as a Service Provider,, unless Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to Participant's estate as soon as practicable followin

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g his or her death.

(iii)It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restricted Stock Units provided under this

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Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreem

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ent is intended to constitute a separate payment for purposes of Treasury Regulations Section 1.409A-2(b)(2). To the extent necessary to comply with Section 409A, references to termination of Participant's status as a Service Provider, terminat

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ion of employment, or similar phrases will be references to Participant's "separation from service" within the meaning of Section 409A. In no event will the Company or any Parent or Subsidiary of the Company have any responsibility, liability, or obligatio

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n to reimburse, indemnify, or hold harmless Participant (or any other person) for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

5. **Forfeiture Upon Termination as a**

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Service Provider. Unless specifically provided otherwise in this Award Agreement or other written agreement authorized by the Administrator between Participant and the Company or any of its Subsidiaries or Parents, as applicable, governi

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ng the terms of this Award, if Participant ceases to be a Service Provider for any or no

Total Stockholder Return

reason, the then-unvested

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Restricted Stock Units awarded by this Award Agreement will

thereupon be forfeited at no cost to the Company and Participant will have no further rights thereunder.

6. **Death of Particip**

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ant. Any distribution or delivery to be made to Participant under this Award Agreement, if Participant is then deceased, will be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Particip

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ant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulati

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ons pertaining to said transfer.

7. **Tax Obligations**.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer or any Parent or Subsidiary of

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the Company to which Participant is providing services (together, the "**Service Recipients**"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, includin

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g, without limitation, (i) all federal, state, and local taxes (including Participant's Federal Insurance Contributions Act (FICA) obligations) that are required to be withheld by any Service Recipient or other payment of tax-related items related to Particip

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ant's participation in the Plan and legally applicable to Participant, (ii) Participant's and, to the extent required by any Service Recipient, the Service Recipient's fringe benefit tax liability, if any, associated with the grant, vesting, or settlement of the Restrict

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ed Stock Units or sale of Shares, and (iii) any other Service Recipient taxes the responsibility for which Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or settlement thereof or issuance of Shares thereunder) (collecti

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vely, the "**Tax Obligations**"), is and remains Participant's sole responsibility and may exceed the amount actually withheld by the applicable Service Recipient(s). Participant further acknowledges that no Service Recipient (A) makes any representations or

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undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares

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acquired pursuant to such settlement, if applicable, and the receipt of any dividends or other distributions, and (B) makes any commitment to and is under any obligation to structure the terms of the grant or any aspect of the Restricted Stock

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Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable

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or tax withholding event, as applicable, Participant acknowledges that the applicable Service Recipient(s) (or former employer, as applicable) may be required to withhold or account for Withholding Obligations (as defined below) in more than one

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jurisdiction.

(b)Tax Withholding. Pursuant to such procedures as the Administrator may specify from time to time, the Service Recipient will withhold the amount required to be withheld for the payment of Tax Obligations (the "**Withholding Obligations**"). The

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Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such Withholding Obligations, in whole or in part (without limitation), if permissible by applicable local law, by: (i) paying

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cash in U.S. dollars, (ii) having the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum amount

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Total Stockholder Return

that is necessary to meet the withholding requirement for such Withholding Obligations (or such

greater amount as Participant may elect if permitted by the Adminis

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trator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial accounting consequences) ("**Net Share Withholding**"), (iii) withholding the amount of such Withholding Obligations from Participant's

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wages or other cash compensation paid to Participant by the applicable Service Recipient(s), (iv) delivering to the Company Shares that Participant owns and that already have vested with a fair market value equal to the Withholding Obligations (or

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such greater amount as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial accounting consequences), (v) selling a sufficient number of such

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Shares otherwise deliverable to Participant, through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the minimum amount that is necessary to meet the withholding requirement for

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such Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial accounting consequences) ("**Sell to**

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Cover”) , or (vi) such other means as the Administrator deems appropriate. If the Withholding Obligations are satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested Restrict

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ed Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Withholding Obligations. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to

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satisfy any Withholding Obligations by Net Share Withholding. If Net Share Withholding is the method by which such Withholding Obligations are satisfied, the Company will not withhold on a fractional Share basis to satisfy any portion of the Withhol

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ding Obligations and, unless the Company determines otherwise, no refund will be made to Participant for the value of the portion of a Share, if any, withheld in excess of the Withholding Obligations. If a Sell to Cover is the method by which

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Withholding Obligations are satisfied, Participant agrees that as part of the Sell to Cover, additional Shares may be sold to satisfy any associated broker or other fees. Only whole Shares will be sold pursuant to a Sell to Cover. Any proceeds from

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the sale of Shares pursuant to a Sell to Cover that are in excess of the Withholding Obligations and any associated broker or other fees will be paid to Participant in accordance with procedures the Company may specify from time to time.

(c)Tax Consequences.

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Participant has reviewed with his or her own tax advisers the U.S. federal, state, local and non-U.S. tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such

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advisers and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investm

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ent or the transactions contemplated by this Award Agreement.

(d) Company's Obligation to Deliver Shares. For clarification purposes, in no event will the Company issue Participant any Shares in settlement of the Restricted Stock Units unless

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and until arrangements satisfactory to the Administrator have been made for the payment of Participant's Withholding Obligations. If Participant fails to make satisfactory arrangements for the payment of such Withholding Obligations hereunder at the

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time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4 or Participant's Withholding Obligations otherwise become due, Participant permanently will forfeit such Restricted Stock

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Units to which Participant's Withholding Obligation relates and any right to

receive Shares thereunder in settlement of the Restricted Stock Units and such Restricted

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Total Stockholder Return

Stock Units will be returned to the Company at no cost to the Company. Participant acknowledges and agrees that the Compa

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ny may permanently refuse to issue or deliver the Shares in settlement of the Restricted Stock Units if such Withholding Obligations are not delivered at the time they are due.

8. **Merger or Change in Control**. In the event of a merger

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of the Company with or into another corporation or other entity or a Change in Control, each outstanding Award of Restricted Stock Units will be treated as the Administrator determines (subject to the provisions of Section 16.3 of the Plan) without

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Participant's consent, including, without limitation, that (a) Awards of Restricted Stock Units will be assumed, or substantially equivalent awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with

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appropriate adjustments as to the number and kind of shares and prices, (b) upon written notice to Participant, that the Participant's Award of Restricted Stock Units will terminate upon or immediately prior to the consummation of such merger

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or Change in Control, (c) outstanding Awards of Restricted Stock Units will vest and become realizable or payable, or restrictions applicable to an Award of Restricted Stock Units will lapse, in whole or in part prior to or upon consum

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mation of such merger or Change in Control, (d) (i) the terminat ion of an Award of Restrict ed Stock Units in exchan ge for an amount of cash and/or property , if any, equal to the amount that would have been attained upon the realizati on of

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Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the

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realizati on of Particip ant's rights, then such Award of Restrict ed Stock Units may be terminat ed by the Compa ny without paymen t), or (ii) the replace ment of such Award of Restrict ed Stock Units with other rights or property selected by the

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Administrator in its sole discretion, or (e) any combination of the foregoing. In taking any of the actions permitted under this Award Agreement, the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, all Awards of the same

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type, or all portions of Awards, similarly. For purposes of clarification, the provisions of Section 16.3 of the Plan apply to the Award of Restricted Stock Units.

9. **Rights as Stockholder**. Neither Participant nor any person claiming under or through Particip

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ant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorde

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d on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, Participant will have all the rights of a stockhol

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der of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10. **No Guarantee of Continued Service**. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED

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STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER, WHICH UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAWS IS AT THE WILL OF THE APPLICABLE

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SERVICE RECIPIENT AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK UNIT AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS

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AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED

HEREUNDER AND THE VESTING SCHEDULE SET

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Total Stockholder Return

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PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF ANY SERVICE RECIPIENT TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER,

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SUBJECT TO APPLICABLE LAW, WHICH TERMINATION, UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAW, MAY BE AT ANY TIME, WITH OR WITHOUT CAUSE.

11. **Grant is Not Transferable**. Except to the limited extent provided in

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Section 6, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or

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similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights

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and privileges conferred hereby immediately will become null and void.

12. **Leave of Absence**. The vesting of Restricted Stock Units will not be suspended and will continue in accordance with the vesting schedule under this Award

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Agreement during Participant's authorized leave of absence from any Service Recipient employing Participant, subject to the remaining terms of this Award Agreement and the Plan.

13. **Nature of Grant**. In accepting this Award of

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Restricted Stock Units, Participant acknowledges, understands and agrees that:

(a)the grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted

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Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(b)all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Administrator;

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(c) Participant is voluntarily participating in the Plan;

(d)the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation;

(e)the Restricted Stock Units and the

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Shares subject to the Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service paymen

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ts, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f)the future value of the Shares underlying the Restricted Stock Units is unknown, indeterminable and cannot be predicted;

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Total Stockholder Return

(g)for purposes of the Restricted Stock Units, Participant's status as a Service Provider will be

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considered terminated as of the date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employ

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ment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant to other

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arrangements or contracts) or determined by the Administrator, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date; *provided, however*, that such right to vest will be extended by any

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notice period (e.g., Participant's period of service will include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or the

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terms of Participant's employment or service agreement, if any); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of this Award of Restricted Stock

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Units (including whether Participant may still be considered to be providing services while on a leave of absence and consistent with local law);

(h) unless otherwise provided in the Plan or by the Administrator in its discretion, the Restricted Stock

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Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connecti

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on with any corporate transaction affecting the Shares; and

(i)the following provisions apply only if Participant is providing services outside the United States:

(i)the Restricted Stock Units and the Shares subject to the Restricted Stock

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Units are not part of normal or expected compensation or salary for any purpose;

(ii) (j) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currenc

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y and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon

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settlement; and

(iii) (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units or the recoupment of any Shares acquired under the Plan resulting from (i) the termination of Participant's status as a Service

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Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws applicable law in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and or

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(ii) in consideration application of the grant of the Restricted Stock Units to which Participant is any Company clawback policy or any recovery or clawback policy otherwise not entitled, Participant irrevocably agrees never to institute any claim against any

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Service Recipient, waives his or her ability, if any, to bring any such claim, and releases each Service Recipient from any such claim; if, notwithstanding the foregoing, any such claim is allowed required by a court of competent jurisdiction, then, by particip

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ating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim. law.

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Total Stockholder Return

14. **No Advice Regarding Grant**. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations

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her participation in the Plan before taking any action related to the Plan.

15. ***Data Privacy. Participant hereby explicitly and unambiguously consents to the collection, use***

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and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Service Recipients for the exclusive

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purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands that the Company and the Service Recipient may hold certain personal information about Participant, including, but not

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limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restrict

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ed Stock Units or any other entitlement to Shares or cash payments awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managi

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ng the Plan.

Participant understands that Data may be transferred to a stock plan service provider, as may be selected by the Company in the future, assisting the Company with the implementation, administration and manag

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ement of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country of operation (e.g., the United States) may have different data privacy

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laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of

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the Data by contacting his or her local human resources representative. Participant authorizes the Company, any stock plan service provider selected by the Company and any other possible recipients which may assist the

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Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managi

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ng his or her participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or

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she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the

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consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If

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Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her status as a Service Provider and career with the Service Recipient will not be adversely affected. The only adverse conseq

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uence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, Participant

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understands that refusing or withdrawing his or her consent may affect

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Total Stockholder Return

Participant's ability to particip

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ate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources represe ntative. repres

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16. **Address for Notices**. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at NetApp, Inc., 3060 Olsen Drive, San Jose, CA 95128, Attn: Stock Adminis

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tration, or at such other address as the Company may hereafter designate in writing.

17. **Successors and Assigns**. The Company may assign any of its rights under this Award Agreem

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ent to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon Participant and his or

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her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may be assigned only with the prior written consent of the Company.

18. **Additional Conditions to Issuance of**

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Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or non-U.S. law, the tax code and related regulati

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ons or under the rulings or regulations of the U.S. Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the U.S. Securities and Exchange Commission or any other governmental

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regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearan

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ce, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company will not be required to issue any certificat

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e or certificates for (or make any entry on the books of the Company or of a duly authorized transfer agent of the Company of) the Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of the Restricted

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Stock Units as the Administrator may establish from time to time for reasons of administrative convenience.

19. **Language**. Participant acknowledges that they are proficient in the English language, or have consulted with an advisor who is sufficiently

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proficient in English, so as to allow Participant to understand the terms and conditions of this Award Agreement. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English

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and if the meaning of the translated version is different than the English version, the English version will control. control, unless otherwise required by applicable laws.

20. **Interpretation**. The Administrator will have the power to interpret the Plan

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and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any

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Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator

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nor any person acting on behalf of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

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Total Stockholder Return

21. **Electronic Delivery and Acceptance**. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units awarde

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d under the Plan or future Restricted Stock Units that may be awarded under the Plan by electronic means or require Participant to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic

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delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

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22. **Captions**. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

23. **Amendment, Suspension or Termination of the Plan**. By accepting this Award,

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Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature

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and may be amended, suspended or terminated by the Administrator at any time.

24. **Country Addendum**. Notwithstanding any provisions in this Award Agreement, the Restricted Stock Unit grant shall be subject to any special additional terms

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and conditions set forth in an appendix (if any) to this Award Agreement for any country whose laws are applicable to Participant and this Award of Restricted Stock Units (as determined by the Administrator in its sole discretion) (the "**Country**

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Addendum"). Moreover, if Participant relocates to one of the countries included in the Country Addendum (if any), the special additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the

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application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part of this Award Agreement.

25. **Modifications to the Award Agreement**. This Award Agreement constitutes the

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entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein.

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Modifications to No amendment of this Award Agreement can will materially impair the rights of Participant, unless mutually agreed otherwise between Participant and the Administrator, which agreement must be made only in an express written contract

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executed writing and signed by a duly authorized officer of Participant and the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessa

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ry or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award of Restricted

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Stock Units.

26.**No Waiver**. Either party's failure to enforce any provision or provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each

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and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

27. **Governing Law;**

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Severability. This Award Agreement and the Restricted Stock Units are governed by the internal substantive laws, but not the choice of law rules, of the State of

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Total Stockholder Return

California. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Award Agreement shall continue in full force and effect.

28. **Imposit**

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ion of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award, and on any cash payment or Shares acquired under the Plan, to the extent the Company

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determines it is necessary

or advisable in order to comply with Applicable Laws or facilitate the administration of the Plan. Participant agrees to sign any additional agreements or

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undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant acknowledges that the laws of the country in which Participant is working at the time of grant, vesting, settlement of the Award or the sale of any Shares received

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pursuant to this Award (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for

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and must fulfill.

29. **Holding Period Condition**. Notwithstanding anything to the contrary in this Award Agreement, any Shares issued to Participant pursuant to this Award are subject to the terms and conditions of Section 6.5 of the Plan.

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30. **Entire Agreement**. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the exhibits, appendices, and addenda attached to the Notice of Grant) constitute the entire agreement of the parties with

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respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant’s interest except by

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means of a writing signed by the Company and Participant.

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NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (TSR) 4877-5556-0734 v.1 - 5/2/2022 2:27:15 PM

Total Stockholder Return

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EXHIBIT

BExhibit 10.22

NETAPP, INC.

2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

ADDITIONAL TERMS AND CONDITIONS NOTICE OF RESTRICTED STOCK UNIT GRANT

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Capitalized terms used but not otherwise defined in the Award Agreement (as defined below) shall have the meanings assigned to such terms in the NetApp, Inc. 2021 Equity Incentive Plan, as it may be amended or restated from time to

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time (the "**Plan**"). The Participant is being granted an award under this Notice of Restricted Stock Unit Grant (the "**Notice of Grant**"), the Terms and Conditions

This **Exhibit B** includes additional terms and conditio

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ns of Restricted Stock Unit Grant that govern the Restricted Stock Units granted to Participant under the Plan if Participant resides in one of the countries listed below. Certain capitalized terms used but not defined in this ther

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ein, attached hereto as **Exhibit A**, the Additional Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices, and addenda attached hereto (the "**Award Agreement**").

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Participant Name:

Address:

The Participant has been granted an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number: _____
_____
_____

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_____
_____

Date of Grant:
_____
_____
_____
_____
_____

Vesting Commencement Date:
_____
_____
_____
_____
_____

Target Number of Restricted Stock Units:
_____
_____
_____
_____
_____

Maximum Number of Restricted

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Stock Units: _____ _____ _____ _____ _____

Vesting Schedule:

Subject to any acceleration provisions contained in the Plan, this Award Agreement or any other written agreement authorized by the Administrator between Particip

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ant and the Company (or any Parent or Subsidiary of the Company, as applicable) governing the terms of this Award, the Restricted Stock Units will be scheduled to vest according to the following vesting schedule:

General

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The number of Restricted Stock Units that will become eligible for vesting as set forth below will depend upon the Company's Billings Result Average (as defined below) for the

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Performance Period (as defined below) and will be determined in accordance with this Award Agreement.

The "**Performance Period**" will begin on the first day of the Company's [ ] Fiscal Year (the "**Commencement Date**") and end on the

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last day of the Company's [ ] Fiscal Year (the "**Anniversary Date**") with the Company's Billings Result Percentage (as defined below) calculated for each of the Company's [ ] Fiscal Year (the "[ ] **Measurement Period**"), [ ] Fiscal Year (the "[ ] **Measurement**

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Period”) and [ ] Fiscal Year (the “[ ] **Measurement Period**”) (each a “**Measurement Period**” and the last day of each of the Company’s [ ], [ ] and [ ] Fiscal Years, or, if earlier, the Period End Date (as defined below), a “**Measurement Date**”). Notwithstandin

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g the foregoing, in the event of a Change in Control, or in the event Participant's status as a Service Provider is terminated due to Participant's death or Disability (a "**Qualifying Termination**"), the Measurement Period then in progress will be deemed

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to end upon the first to occur of the consummation of the Change in Control (the "**Closing**") or the date of the Qualifying Termination for purposes of calculating the Company's Billings Result Percentage for the applicable Measurement Period. The first

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to occur of the Anniversary Date, the Closing, or a Qualifying Termination, is referred to herein as the "**Period End Date**."

If Participant's status as a Service Provider terminates prior to the Period End Date due to his or her Retirement,

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Participant's Restricted Stock Units will remain outstanding through the Period End Date and the number of Restricted Stock Units that become Eligible Restricted Stock Units (as defined below) will be measured as if Participant's status

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as a Service Provider had not terminated.

If Participant ceases to be a Service Provider prior to the Period End Date for any reason (other than as a result of a Qualifying Termination or due to Participant's Retirement), the Restricted Stock

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Units will terminate and be cancelled and Participant will have no further rights with respect to such Restricted Stock Units. Any Restricted Stock Units that do not become Eligible Restricted Stock Units as of the Period End Date will

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terminate and be cancelled and Participant will have no further rights with respect to such Restricted Stock Units.

Lastly, vesting is subject to Participant continuously remaining a Service Provider through the applicable vesting date, subject

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to the vesting acceleration provisions set forth below.

For purposes of this Award Agreement, "**Retirement**" will mean the voluntary termination of employment by the Participant either (a) on or after reaching sixty-two (62) years of age or

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(b) on or after reaching fifty-five (55) years of age following a minimum of ten (10) years of continuous service to the Company or any of its Parent or Subsidiaries.

Performance Matrix

The number of Restricted Stock Units

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that become eligible to vest (the "**Eligible Restricted Stock Units**") will depend upon the Company's Billings Result Average calculated as of the Period End Date as described herein. The number of Eligible Restricted Stock Units

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will be determined by the Compensation Committee of the Board (the "**Compensation Committee**")

in its sole discretion within fifty-five (55) days of the Period End Date.

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“**Billings**” means the total obtained by adding net revenues as reported on the Company’s Condensed Consolidated Statements of Operations for the applicable Measurement Period to the change in total deferred revenue and financed unearne

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d services revenue as reported on the Company's Condensed Consolidated Statements of Cash Flows for the same Measurement Period on a constant AOP currency to exclude the impact of FX.

"**Billings Result**" means the value of

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all Billings for the applicable Fiscal Year in the applicable Measurement Period. Notwithstanding the foregoing, in the event of a Closing or a Qualifying Termination that occurs prior to the Anniversary Date, the Measurement Period then in effect

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will be shortened and the Billings Result for the applicable Measurement Period will mean the value of all Billings for the number of completed fiscal months in the applicable Fiscal Year as of the Measurement Date, or, if on such Measurement Date,

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there are no completed fiscal months in the applicable Fiscal Year, the Billings Result for the applicable Measurement Period will mean the value of all Billings for the most recently completed Fiscal Year. The Billings Result will be determined by

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the Compensation Committee in its sole discretion within fifty-five (55) days of the applicable Measurement Date except in the event of a Closing, in which case the Billings Result for any Measurement Period will be calculated no later than the Closing.

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The "**Billings Result Average**" means the average of the Billings Result Percentage for each of the completed Measurement Periods, with the result expressed as a percentage and rounded to the nearest hundredth.

"**Billing Result Calculation**" for

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an applicable Measurement Period means the quotient obtained by dividing the Billings Result for an applicable Measurement Period by the Billings Target for the same Measurement Period, with the result expressed as a percentage and rounded to the

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nearest hundredth.

"**Billings Target**" means, for the [ ] Measurement Period, the Billings target based on the operations plan approved by the Board or the Compensation Committee and communicated to Participant, or, for the [ ] Measurement

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Period and the [ ] Measurement Period, the Billings target as approved by the Board or the Compensation Committee as soon as practicable following the commencement of the applicable Fiscal Year (with respect to the [ ] Measurement Period or the [ ] Measur

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ement Period). For purposes of clarification, if the Billings targets for the [ ] Measurement Period or the [ ] Measurement Period are determined on a quarterly or semi-annual basis and not on an annual basis, the Billings target for the [ ]

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Measurement Period or the [ ] Measurement Period, as applicable, will be the sum of all Billings targets for the [ ] Measurement Period or the [ ] Measurement Period, as applicable. Notwithstanding the foregoing, in the event of a Closing or a Qualifyi

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ng Termination that occurs prior to the Anniversary Date, the Billings Target for the shortened Measurement Period will be pro-rated based on the number of completed fiscal months in the applicable Fiscal Year as of the Measurement Date, or, if on

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such Measurement Date, there are no completed fiscal months in the applicable Fiscal Year, the Billings Target for the applicable Measurement Period will mean the Billings Target for the most recently completed Fiscal Year. Billings Targets may be

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adjusted for Company acquisitions based on the materiality of their impact (>[ ]% Annualized Revenue Run-Rate or purchase price of >$[ ]) at the Administrator's discretion. On each Measurement Date, the Billings Result Calculation will be

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convert ed into a “**Billing s Result Percent age**” in accorda nce with the table below:

[INSER T TABLE]

Followi ng the determi nation of the Billings Result Average , the number of Restrict

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ed Stock Units that become Eligible Restricted Stock Units will equal the product obtained by multiplying the Billings Result Average by the Target Number of Restricted Stock Units, with any partial Shares rounded down to the nearest whole Share

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and any fractional Shares forfeited for no consideration. In no event may more than 100% of the Maximum Number of Restricted Stock Units be Eligible Restricted Stock Units.

Vesting

Eligible Restricted Stock Units will be scheduled to

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vest in accordance with the following schedule, subject to Participant's continuous status as a Service Provider through the applicable vesting date: 100% of the Eligible Restricted Stock Units will vest on the Anniversary Date (subject to the

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following three paragraphs). In the event Participant's continuous status as a Service Provider terminates for any or no reason before the Anniversary Date, the Eligible Restricted Stock Units and Participant's right to acquire Shares thereunder will

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immediately terminate and such Eligible Restricted Stock Units will immediately be forfeited and cancelled (subject to the following three paragraphs).

Qualifying Termination

In the event of a Qualifying Termination that occurs prior to the

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Anniversary Date, the number of Eligible Restricted Stock Units that will vest on the new Period End Date will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number

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of completed calendar months that have elapsed between the Commencement Date and the Period End Date and (ii) a denominator equal to thirty-six (36), with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any

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remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

Leave of Absence

Notwithstanding the provisions of Section 12 of the Award Agreement, if, during the Performance Period, Participant is on an

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authorized leave of absence from the Company, or the Parent or Subsidiary employing Participant, and such leave extends for six (6) or more months, then the number of Eligible Restricted Stock Units that will vest on the Period End Date

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will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that the Participant has been actively providing service during the Perform

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ance Period (that is, the number of completed calendar months in the Performance Period where the individual was not on an approved leave of absence) and (ii) a denominator equal to thirty-six (36), with the result rounded down to the nearest

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whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

Retirement

If Participant's status as a

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Service Provider terminates due to his or her Retirement, the number of Eligible Restricted Stock Units that will vest on the Anniversary Date (or if earlier, upon a Closing) will be pro-rated by multiplying the calculated number of Eligible Restricted

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Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that have elapsed between the Commencement Date and the date Participant's status as a Service Provider is terminated due to his or her Retirem

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ent and (ii) a denominator equal to thirty-six (36), with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

Change in

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Control / Involuntary Termination

In the event of a Change in Control that occurs prior to the Anniversary Date, the Eligible Restricted Stock Units will be scheduled to vest as to 100% of the Eligible Restricted Stock Units on

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the Anniversary Date, subject to Participant continuously remaining a Service Provider through such date and the Billings Result Percentage calculated as of the Period End Date.

Notwithstanding the foregoing, in the event of an Involunt

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ary Termination on or following a Change in Control, 100% of the Eligible Restricted Stock Units will vest on the date of the Involuntary Termination and the Billings Result Percentage will be calculated as of the Period End Date.

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For purposes of this Award Agreement, an "**Involuntary Termination**" means that Participant is terminated as a result of either (i) a termination of Participant's employment by the Company without Cause (as defined in the Company's form of Change

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of Control Severance Agreement filed as an exhibit with the SEC on Form 8-K on May 22, 2019, or any successor agreement (the "**Severance Agreement**")) or (ii) Participant resigns from such employment for Good Reason (as defined in the Severan

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ce Agreement).

For purposes of clarification, the acceleration set forth in this Award Agreement is meant to be in lieu of, and not in addition to, any acceleration provisions set forth in any Severance Agreement Participant may have with the

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Company.

Unless otherwise defined herein or in Appendix A or Appendix B, capitalized terms herein or in Appendix A or Appendix B will have the defined meanings ascribed to them in the Plan.

Participant acknowledges and agrees

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that by either (a) clicking the “ACCEPT” button corresponding to this grant through the grant acceptance page on E*TRADE at any time before the Vesting Commencement Date or (b) doing nothing (in which case the grant will be

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automatically accepted on your behalf forty five (45) days following the Date of Grant), it will act as Participant's electronic signature to the Award Agreement and Participant acknowledges and agrees that this Award of Restricted Stock Units is

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granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit A**, the Additional Terms and Conditions of Restrict

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ed Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices and addenda attached hereto, all of which are made a part of this document. Participant acknowledges and agrees that Participant may also decline

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this Award of Restricted Stock Units by clicking the “DECLINE” button corresponding to this grant through the grant acceptance page on E*TRADE

at any time before the

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Vesting Commencement Date in which case Participant will forfeit this Award of Restricted Stock Units and all of Participant's rights and benefits thereunder will terminate. Participant acknowledges receipt of a copy of the Plan. Particip

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ant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and this Award Agreement. Participant

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hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan or this Award Agreement.

Participant should retain a copy of Participant's electronically

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signed Award Agreement; Participant may obtain a paper copy at any time and at the Company's expense by requesting one from Stock Administration at stockadmin@netapp.com. If Participant would prefer not to electronically sign this Award

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Agreement, Participant may accept this Award Agreement by signing a paper copy of the Award Agreement and delivering it to Stock Administration at 3060 Olsen Drive, San Jose, CA 95128. A copy of the Plan is available upon request made to Stock

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Administration.

EXHIBIT A

NETAPP, INC.

2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

TERMS AND CONDITIONS

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OF RESTRICTED STOCK UNIT GRANT

1. **Grant of Restricted Stock Units**. The Company hereby grants to the individual (“**Participant**”) named in the Notice of Restricted Stock Unit Grant of this Award Agreement (the “**Notice of**

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Grant") under the Plan an Award of Restricted Stock Units, and subject to the terms and conditions of this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 21 of the Plan, in the event of

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a conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditions of the Plan shall prevail.

2. **Company's Obligation to Pay**. Each Eligible Restricted Stock Unit represents the right to receive one Share, if

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such Eligible Restricted Stock Unit vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3 or 4, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any

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vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. **Vesting Schedule**. Except as provided in Section 4, and subject

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to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Unless specifically provided otherwise in this Award Agreement or other written agreement

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authorized by the Administrator between Participant and the Company or any Parent or Subsidiary of the Company, as applicable, governing the terms of this Award, Restricted Stock Units scheduled to vest on a certain date or upon

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the occurrence of a certain condition will not vest in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

4. **Payment after**

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Vesting
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(a) **General Rule**. Subject to Section 7, each Restricted Stock Unit that vests will be paid to Participant (or in the event of Participant's death, to his or her properly designated beneficiary or estate) in whole Shares. Subject to the provisions of Section

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2 and Section 4(c), such vested Restricted Stock Units shall be paid as soon as practicable after vesting, but in each such case within sixty (60) days following the vesting date. In no event will Participant be permitted, directly or indirectly, to

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specify the taxable year of payment of any Restricted Stock Units payable under this Award Agreement.

(b) **Discretionary Acceleration**. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance

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, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such

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Restricted Stock Units will be considered as having vested as of the date

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specified by the Administrator.

(c) **Section 409A**.

(i)If Participant is a U.S. taxpayer, the payment of vested Shares pursuant to this Award Agreement (including any discretionary acceleration under Section 4(b)) shall in all cases be paid at a time or

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in a manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

(ii) Notwithstanding

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anythin g in the Plan or this Award Agreem ent or any other agreem ent (whethe r entered into before, on or after the Date of Grant), if the vesting of the balance , or some lesser portion of the balance , of the Restrict ed Stock Units is acceler ated in connecti

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on with the terminat ion of Particip ant's status as a Service Provider (provide d that such terminat ion is a "separat ion from service" within the meanin g of Section 409A, as determi ned by the Adminis trator), other than due to Particip ant's death, and if (x)

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Participant is a U.S. taxpayer and a “specified employee” within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of addition

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al tax under Section 409A if paid to Particip ant on or within the six (6) month period followin g the cessatio n of Particip ant's status as a Service Provider , then the paymen t of such acceler ated Restrict ed Stock Units will not be made until the date six

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(6) months and one (1) day following the date of cessation of Participant's status as a Service Provider, unless Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to Particip

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ant's estate as soon as practicable following his or her death.

(iii)It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the

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Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or so comply. Each

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payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulations Section 1.409A-2(b)(2). To the extent necessary to comply with Section 409A, references to termination of Particip

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ant's status as a Service Provider, termination of employment, or similar phrases will be references to Participant's "separation from service" within the meaning of Section 409A. In no event will the Company or any Parent or Subsidiary of the Compa

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ny have any responsibility, liability, or obligation to reimburse, indemnify, or hold harmless Participant (or any other person) for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

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5. **Forfeiture Upon Termination as a Service Provider.** Unless specifically provided otherwise in this Award Agreement or other written agreement authorized by the Administrator between Participant and the Company or any of its

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Subsidiaries or Parents, as applicable, governing the terms of this Award, if Participant ceases to be a Service Provider for any or no reason, the then-unvested Restricted Stock Units awarded by this Award Agreement will

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thereupon be forfeited at no cost to the Company and Participant will have no further rights thereunder.

6. **Death of Participant**. Any distribution or delivery to be made to Participant under this Award Agreement, if

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Participant is then deceased, will be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or

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her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. **Tax Obligations**

(a) **Responsibility for Taxes**.

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Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer or any Parent or Subsidiary of the Company to which Participant is providing services (together, the "**Service Recipie

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nts"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Award Agreement.

Notifications

This **Exhibit B** also includes information regarding exchange controls Restrict

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ed Stock Units, including, without limitation, (i) all federal, state, and certain local taxes (including Participant's Federal Insurance Contributions Act (FICA) obligations) that are required to be withheld by any Service Recipient or other issues p

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ayment of which Participant should be aware with respect tax-related items related to Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective

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countries as of December 2021. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information in this Exhibit B as the only source of information relating to the conseq

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uences of Participant's Participant's participation in the Plan because and legally applicable to Participant, (ii) Participant's and, to the information may be out extent required by any Service Recipient, the Service Recipient's fringe benefit tax liability,

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if any, associated with the grant, vesting, or settlement of date at the time that the Restricted Stock Units vest or sale of Shares, and (iii) any other Service Recipient taxes the responsibility for which Participant sells shares acquired under has, or has

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agreed to bear, with respect to the Plan.

In addition, Restricted Stock Units (or settlement thereof or issuance of Shares thereunder) (collectively, the information contained herein "**Tax Obligations**"), is general in nature and remains

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Participant's sole responsibility and may not apply to Participant's particular situation and exceed the Company is not in a position to assure amount actually withheld by the applicable Service Recipient(s). Participant further acknowledges that no Service Recipie

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nt (A) makes any represe ntations or underta kings regardin g the treatme nt of a particul ar result. Accordi ngly, Particip ant is advised to seek appropri ate professi onal advice as to how the relevant laws in Particip ant's country may apply to Particip ant's

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situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working, the information contained herein may not be applicable to Participant.

COUNTRIES WITHIN THE EUROP

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EAN ECONOMIC AREA AND THE UNITED KINGDOM (“EEA+”)

Data Privacy. This provision replaces Section 15 of the Award Agreement:

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gton, DE, 19808, U.S.A., the controller, is responsible for the processing of Participant's personal data any Tax Obligations in connection with any aspect of the Award Agreement and the Plan. The Company's representative in the

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EEA+ is NetApp Holding and Manufacturing BV.

Data Collection and Usage. ***The Company collects, processes and uses personal data about the Participant, Restricted Stock Units, including, but not limited to, the Participant's name, home***

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address, email address and telephone number, date of birth, social insurance number, passport grant, vesting or

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Total Stockholder Return other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all equity awards or any other entitlement to Shares awarde

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d, cancele d, vested, unvest ed or outstan ding in the Particip ant's favor, which the Compa ny receive s from the Particip ant or other Service Recipie nts ("Perso nal Data"). In order for Particip ant to particip ate in the Plan, the

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Company will collect Personal Data for purposes of allocating shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of Personal Data is the necessity of the processing for the

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Company's performance of its obligations under the Plan and, where applicable, the Company's legitimate interest of complying with contractual or statutory obligations to which it is subject.

Stock Plan Administ

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ration and Service Providers. The Company may transfer Personal Data to E*Trade Financial Services, Inc. and E*Trade Securities LLC ("E*Trade"), an independent service provider which is assisting the Company with the implementation, administration and management of the Plan.

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*E*Trade may open an account for Participant to receive and trade shares of Common Stock. The Participant may be asked to acknowledge, or agree to, separate terms and data processing practices with E*Trade, with such agreement being a condition to the ability to*

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participate in the Plan.

International Data Transfers. ***Personal Data will be transferred from the EEA+ to the Company based on NetApp's Binding Corporate Rules which may be found at netapp.com/us/media/binding-corporate-rules.pdf and from the Company to***

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E*Trade based on the necessity of the transfer for the Company's performance of its obligations under the Plan. The Participant may request a copy of any applicable safeguards at:

ng-privacy@netapp.com
NetApp, Inc.
c/o Legal Department
Attn: Global

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Chief Privacy Officer 3060 Olsen Drive San Jose, CA 95128, USA

Data Retention. The Company will use Personal Data only as long as necessary to implement, administer and manage the Participant's participation in the Plan or as required

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to comply with legal or regulatory obligations, including, without limitation, under tax and securities laws. When the Company no longer needs Personal Data for any of the above purposes, the Company will cease to use Personal Data and remove it from its systems.

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If the Company keeps Personal Data beyond the Participant's termination of Service, it would be to satisfy tax, legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. Participant understa

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nds that he or she may have a number of rights under data privacy laws in the Participant's jurisdiction. Subject to the conditions set out in the applicable law and depending on where the Participant is based, such rights may include the right to (i)

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request access to, or copies of, Personal Data processed by the Company, (ii) rectification of incorrect Personal Data, (iii) deletion of Personal Data, (iv) restrictions on the processing of Personal Data, (v) object to the processing of Personal Data for legitimate interests, (vi) portabilit

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y of Personal Data, (vii) lodge complaints with competent authorities in the Participant's jurisdiction, and/or (viii) receive a list with the names and addresses of any potential recipients of Personal Data. To receive clarification

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Total Stockholder Return ***regarding these rights or to exercise these rights, the Participant can contact***

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NetApp's Global Chief Privacy Officer at ng-privacy@netapp.com or at the mailing address in Section 20(c).

Necessary Disclosure of Personal Data. ***The Participant understands that providing the Company with Personal Data is necessary for the***

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performance of the Award Agreement and that the Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan.

ARGENTINA

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Notifications

Securities Law Information. Neither the Restricted Stock Units nor the issuance of the Shares are publicly offered or listed on any stock exchange in Argentina. The offer is private and not subject to the supervision of any Argentine

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governmental authority.

Exchange Control Information. Please note that exchange control regulations in Argentina are subject to frequent change. Participant should consult with Participant's personal legal advisor regarding any exchan

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ge control obligations that Participant may have.

Foreign Asset / Account Reporting Information. Participant is required to report certain information regarding any Shares Participant holds as of December 31 each year to the Argentin

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e tax authorities on Participant's annual tax return.

AUSTRALIA

Terms and Conditions

Class Order Exemption. The offer of Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001,

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Australian Securities & Investments Commission ("ASIC") Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of Restricted Stock Units to Australian Residen

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t Employees, which is provided to Participant in the country-specific consents and notifications section at the end of the Award Agreement.

Notifications

Tax Information. The Plan is a plan to which Subdivision 83A-C of the

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Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

AUSTRIA

Notifications

Exchange Control Information. If Participant holds Shares obtained through the Plan outside of Austria, Participant

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must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not exceed €30,000,000 or as of December 31 does not exceed €5,000,000. If the former threshold is exceed

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ed, quarterly							
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obligations are imposed, whereas							

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s if the latter threshold is exceeded, annual reports must be given. The annual reporting date is as of December 31 and the deadline for filing the annual report is March 31 of the following year.

When Shares are sold, there may be exchange control obligatio

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ns if the cash received is held outside Austria. If the transaction volume of all Participant's accounts abroad exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the

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fifteenth day of the following month.

BELGIUM

Notifications

Foreign Asset / Account Reporting Information. Participant is required to report any security or bank account (including brokerage accounts) Participant

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with the National Bank of Belgium account number, the name of the bank and the country in which the account was opened in a separate form. The form, as well as additional information on how to complete it, can be found on the website of the National Bank of

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Belgium, www.nbb.be, under the caption Kredietcentrales / Centrales des crédits.

BRAZIL

Terms and Conditions

Compliance with Law. By accepting the Restricted Stock Units, Participant agrees to comply with

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applicable Brazilian law in connection with the Restricted Stock Units. Without limitation to the foregoing, Participant agrees to report and pay any and all tax resulting from the vesting settlement of the Restricted Stock Units, the subsequent

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sale of Shares acquired pursuant to such settlement, if applicable, and the receipt of any dividends. dividends or other distributions, and (B) makes any commitment to and is under any obligation to structure the terms of the grant or any aspect

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of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant

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and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the applicable Service Recipient(s) (or former employer, as applicable) may be required to withhold or account for Withholding Obligati

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ons (as defined below) in more than one jurisdiction.

(b) Labor Law Acknowledgement.

Tax Withholding. Pursuant to such procedures as the Administrator may specify from time to time, the Service Recipient will withhold the amount required

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to be withheld for the payment of Tax Obligations (the "**Withholding Obligations**"). The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such Withholding Obligations, in whole

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or in part (without limitation), if permissible by applicable local law, by: (i) paying cash in U.S. dollars, (ii) having the Company withhold otherwise deliverable Shares having a fair market value equal to the minimum amount that is necessary to

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meet the withholding requirement for such Withholding Obligations (or such

greater amount as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may

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determine, if such greater amount would not result in adverse financial accounting consequences) ("**Net Share Withholding**"), (iii) withholding the amount of such Withholding Obligations from Participant's wages or other cash compensation paid to Participant by

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the applicable Service Recipient(s), (iv) delivering to the Company Shares that Participant owns and that already have vested with a fair market value equal to the Withholding Obligations (or such greater amount as Participant may elect if permitte

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d by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial accounting consequences), (v) selling a sufficient number of such Shares otherwise deliverable to Participant, through

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such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Obligations (or such greater amount

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as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial accounting consequences) ("**Sell to Cover**"), or (vi) such other means as the Administrator

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deems appropriate. If the Withholding Obligations are satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the

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Shares are held back solely for the purpose of paying the Withholding Obligations. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any Withholding Obligations by Net Share

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Withholding. If Net Share Withholding is the method by which such Withholding Obligations are satisfied, the Company will not withhold on a fractional Share basis to satisfy any portion of the Withholding Obligations and, unless the Company

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determines otherwise, no refund will be made to Participant for the value of the portion of a Share, if any, withheld in excess of the Withholding Obligations. If a Sell to Cover is the method by which Withholding Obligations are satisfied, Participant

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agrees that as part of the Sell to Cover, additional Shares may be sold to satisfy any associated broker or other fees. Only whole Shares will be sold pursuant to a Sell to Cover. Any proceeds from the sale of Shares pursuant to a Sell to Cover that are

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in excess of the Withholding Obligations and any associated broker or other fees will be paid to Participant in accordance with procedures the Company may specify from time to time.

(c)**Tax Consequences**. Participant has reviewed with his or her own tax advisers

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the U.S. federal, state, local and non-U.S. tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisers and not on any statements or representations of the

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Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award

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Agreement.

(d) **Company's Obligation to Deliver Shares**. For clarification purposes, in no event will the Company issue Participant any Shares in settlement of the Restricted Stock Units unless and until arrangements satisfactory to the Adminis

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trator have been made for the payment of Participant's Withholding Obligations. If Participant fails to make satisfactory arrangements for the payment of such Withholding Obligations hereunder at the time any applicable Restricted Stock Units

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otherwise are scheduled to vest pursuant to Sections 3 or 4 or Participant's Withholding Obligations otherwise become due, Participant permanently will forfeit such Restricted Stock Units to which Participant's Withholding Obligation

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relates and any right to

receive Shares thereunder in settlement of the Restricted Stock Units and such Restricted Stock Units will be returned to the Company at no cost to the Company.

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Participant acknowledges and agrees that the Company may permanently refuse to issue or deliver the Shares in settlement of the Restricted Stock Units if such Withholding Obligations are not delivered at the time they are due.

8. **Merger**

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or Change in Control. In the event of a merger of the Company with or into another corporation or other entity or a Change in Control, each outstanding Award of Restricted Stock Units will be treated as the Administrator determines (subject

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to the provisions of Section 16.3 of the Plan) without Participant's consent, including, without limitation, that (a) Awards of Restricted Stock Units will be assumed, or substantially equivalent awards will be substituted, by the acquiring or

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succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices, (b) upon written notice to Participant, that the Participant's Award of Restricted Stock Units will terminate upon or

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immediately prior to the consummation of such merger or Change in Control, (c) outstanding Awards of Restricted Stock Units will vest and become realizable or payable, or restrictions applicable to an Award of Restricted Stock Units

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will lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, (d) (i) the termination of an Award of Restricted Stock Units in exchange for an amount of cash and/or property, if any, equal to the amount that

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would have been attained upon the realization of Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith

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that no amount would have been attained upon the realization of Participant's rights, then such Award of Restricted Stock Units may be terminated by the Company without payment), or (ii) the replacement of such Award of Restricted

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Stock Units with other rights or property selected by the Administrator in its sole discretion, or (e) any combination of the foregoing. In taking any of the actions permitted under this Award Agreement, the Administrator will not be obligated to treat all Awards, all

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Awards held by a Participant, all Awards of the same type, or all portions of Awards, similarly. For purposes of clarification, the provisions of Section 16.3 of the Plan apply to the Award of Restricted Stock Units.

9. **Rights as Stockholder**. Neither

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Particip ant nor any person claiming under or through Particip ant will have any of the rights or privilege s of a stockhol der of the Compa ny in respect of any Shares delivera ble hereund er unless and until certificat es represe nting such Shares (which may be

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in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and

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delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10.**No Guarantee of Continued Service**. PARTICIPANT ACKNOWLEDGES AND

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AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER, WHICH UNLESS PROVIDED OTHERWISE UNDER APPLIC

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ABLE LAWS IS AT THE WILL OF THE APPLICABLE SERVICE RECIPIENT AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK UNIT AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT

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FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED

HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREI

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WISE UNDER APPLIC ABLE LAW, MAY BE AT ANY TIME, WITH OR WITHO UT CAUSE.

11. **Grant is Not Transfe rable**. Except to the limited extent provide d in Section 6, this Award and the rights and privilege s conferre d hereby will not be transferr

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ed, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose

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of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

12. **Leave**

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of Absence. The vesting of Restricted Stock Units will not be suspended and will continue in accordance with the vesting schedule under this Award Agreement during Participant's authorized leave of absence from any Service Recipient

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employing Participant, subject to the remaining terms of this Award Agreement and the Plan.

13. **Nature of Grant**. In accepting the this Award of Restricted Stock Units, Participant acknowledges, that (i) understands and

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agrees that:

(a)the grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted

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Stock Units have been granted in the past;

(b) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Administrator;

(c) Participant is making an investment decision voluntarily particip

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ating in the Plan;

(d)the Restricted Stock Units and (ii) the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation;

(e)the Restricted Stock Units and the Shares subject to the Restricted

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Stock Units, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards,

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pension or retirement or welfare benefits or similar payments;

(f) the future value of the Shares underlying Shares the Restricted Stock Units is not fixed unknown, indeterminable and may increase or decrease over the vesting period without

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compensation to Participant.

Notifications

Exchange Control Information. If Participant is a resident of or domiciled in Brazil, Participant will cannot be required to submit an annual declaration of assets and rights held outside of Brazil

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(including Shares) to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US$100,000. Quarterly reporting is required if such amount exceeds US$100,000,000. Assets and rights that must be reported

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include Shares acquired under the Plan. predicted;

(g)

CANADA

Terms and Conditions

Vesting Schedule. This provision replaces Section 13(g) of the

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Total Stockholder Return

(g) for purposes of the Restricted Stock Units, Participant's status as a Service Provider will be

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considered terminated and vesting of the Restricted Stock Units will cease as of the date that Participant is the earlier of: (i) the date Participant's employment with no longer actively providing services to the Company or other Service Recipient is terminat

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ed; any Parent or (ii) the date Participant receives notice of termination of employment or service from the Company or Service Recipient; regardless Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach

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of any applicable law, including Canadian provincial employment law (including but not limited to statutory law, regulatory law and/or common law) laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employ

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ment or service agreement, if any. The any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant to other arrangements or contracts) or determined by the Administrator, Participant's right to vest in

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the Restricted Stock Units under the Plan, if any, will terminate as of such date; provided, however, that such right to vest will be extended by any notice period (e.g., Participant's period of service will include any contractual notice

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period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any); the Administrator shall have

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the exclusive discretion to determine when Participant is no longer actively providing services for purposes of this Award of Restricted Stock Units (including whether Participant may still be considered to be providing services while on

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a leave of absence and consistent with local law);

Notwithstanding

(h) unless otherwise provided in the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutor

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y notice period, Participant's right to vest Plan or by the Administrator in its discretion, the Restricted Stock Units under and the Plan, if any, will terminate effective as of the last day of Participant's minimum statutory notice period. Participant will not earn or be

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entitled to pro-rated vesting for that portion of time before the date on which Participant's right to vest terminates or if the vesting date falls after the end of Participant's statutory notice period, nor will Participant be entitled to any compensation for lost vesting.

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Form of Settlement. Notwithstanding anything contained in the Plan or the benefits evidenced by this Award Agreement do not create any entitlement to have the contrary, Restricted Stock Units or any such benefits transferr

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ed to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares;

(i)the Restricted Stock Units and the Shares subject to the Restricted Stock Units are

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related to future services to be performed and are not a bonus part of normal or expected compensation for past services. Restricted Stock Units granted to employees resident in Canada shall be paid in Shares only, notwithstanding any discretio

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n to settle Restricted Stock Units in cash as set out in Section 2 of the Award Agreement and Section 10.4 of the Plan.

Disclosure of Participant Information. This provision supplements Section 15 of the Award Agreement and applies if

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Participant is a resident of Quebec:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and

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operation of the Plan. Participant further authorizes the Company, any Parent or Subsidiary and the administrator of the Plan to disclose and discuss the Plan with their advisors. Participant further authorizes the Company and any Parent or Subsidi

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ary to record such information and to keep such information in Participant's employee file.

Language Consent. The following provision will apply if Participant is a resident of Quebec:

The parties acknowledge that it is their express wish

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that the Award Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée

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. Les parties reconnaissent avoir expressément souhaité que la convention (“Agreement”), ainsi que tous les documents, avis et procédures judiciaires, éxecutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la

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Total Stockholder Return

présente convention, soient rédigés en langue anglaise.

Notifications

Securities Law Information. Particip

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ant is permitted to sell Shares acquired under the Plan provided the resale of such Shares takes place outside of Canada through facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq.

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Foreign Asset / Account Reporting Information. Foreign property (including Shares) held by Canadian residents must be reported annually to the tax authorities on Form T1135 (Foreign Income Verification Statement) if the total cost of such

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foreign property exceeds C$100,000 at any time during the year. If the C$100,000 cost threshold is exceeded by other foreign property held, Participant's Restricted Stock Units must be reported as well. Such Restricted Stock Units generall

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y may be reported at a nil cost. Form T1135 must be filed by April 30th of the following year when such foreign property was held by a Canadian resident.

CHILE

Notifications

Securities Law Information. The offer of the

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Award constitutes a private offering in Chile effective as of the Date of Grant. The offer of the Award is made subject to General Ruling N° 336 of the Chilean Commission for the Financial Market (“CMF”). The offer refers to securities not registered at

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the Securities Registry or at the Foreign Securities Registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the Award is not registered in Chile, the Company is not required to provide information

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about the Award or Shares in Chile. Unless the Award and/or the Shares are registered at the corresponding registries of the CMF, a public offering of such securities cannot be made in Chile.

Esta oferta del otorgamiento constitu

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ye una oferta privada en Chile efectiva a partir de la Fecha de la Concesión (Grant Date, *según se define en este documento). Esta oferta del otorgamiento es realizada conforme a las disposiciones de laNorma de Carácter General No. 336*

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de la Comisión para el Mercado Financiero de Chile (“CMF”). La oferta se refiere a valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros de la CMF y, por lo tanto, tales valores no están sujetos a la fiscaliza

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*ción de ésta. Dado que el otorgamiento no está registrado en Chile, no se requiere que la Compañía provea información sobre el referido otorgamiento o las Acciones Ordinarias (*Shares*, según se define en este documento) en Chile. A menos que el*

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otorgamiento y/o las Acciones Ordinarias estén registradas con la CMF, una oferta pública de tales valores no puede hacerse en Chile.

Exchange Control Information. Participant is not required to repatriate proceeds obtaine

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d from the sale of Shares or from dividends to Chile; however, if Participant decides to repatriate proceeds from the sale of Shares and/or dividends and the amount of the proceeds to be repatriated exceeds US$10,000, Participant must

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effect such repatriation through the Formal Exchange Market (i.e., a commercial bank or registered foreign exchange office). In such case, Participant must report the payment to the commercial bank or registered foreign exchange

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office receiving the funds.

If Participant's aggregate investments held outside of Chile exceeds US$5,000,000 (including shares acquired under the Plan), Participant must report such investments annually to

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Total Stockholder Return the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Foreign

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Asset/Account Reporting Information. Chilean taxpayers are required to inform the Chilean Internal Revenue Service (the "CIRS") annually of (i) the results of investments held abroad and (ii) any taxes paid abroad which will be used as credit

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against Chilean income tax. The Form 1929 disclosing this information must be submitted electronically through the CIRS website before June 30 of each year: www.sii.cl. Chilean taxpayers who fail to meet these requirements may be ineligible to receive

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certain foreign tax credits.

CHINA

Terms and Conditions

Sale Requirements. Participant agrees that they must (and that Participant shall) sell, transfer or otherwise dispose of the Shares acquired pursuant to this

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Award of Restricted Stock Units in such manner and subject to such terms and conditions as the Company or the Service Recipient determines within six (6) months after Participant ceases to be a Service Provider, or such other

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period of time as the Company or the Service Recipient may designate from time to time to comply with applicable legal or administrative requirements, including any registration, regulation, requirement or other similar law, statute, rule or regulation

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promulgated or requested by the State Administration of Foreign Exchange (“SAFE”) or its local agency (the “Disposition Deadline”). Participant hereby authorizes the Company or the Service Recipient and appoint the Company and the

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Service Recipient as Participant's attorney-in-fact to sell on Participant's behalf any Shares held by Participant on or after the Disposition Deadline, without any further action, consent or instruction by Participant to facilitate compliance with applicab

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le legal require ments. Particip ant further agrees and acknowl edges that Particip ant will be respons ible and liable for all the costs associat ed with any such sale of Shares and that neither the Compa ny nor the Service Recipie nt will be liable to

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Participant or any other person or entity salary for any losses or other liabilities that may result to Participant as a result of any such sale. Participant acknowledges and understands that Participant must maintain Shares acquired under

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the Plan in an account maintained by the Company's designated broker. If the Company changes its designated broker, purpose;

(j) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate

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fluctuation between Participant's local currency and the Company United States Dollar that may transfer any Shares issued under affect the Plan to the new designated broker if necessary for legal or administrative reasons. Participant agrees to sign

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any documentation necessary to facilitate the transfer.

Exchange Control Requirements. Participant understands and agrees that, pursuant to local exchange control requirements, Participant will be required to repatriate the cash proceed

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s from the sale of the Shares issued upon the vesting value of the Restricted Stock Units or of any cash dividends paid on such shares to China. Participant further understands that, under local law, such repatriation of funds may need to

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be effectuated through a special exchange control account established by the Company, Parent or Subsidiary or the Service Recipient, and Participant hereby consents and agrees that any funds Participant acquires may be transferr

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ed to such special account prior to being delivered to Participant. If the funds are converted to local currency, Participant acknowledges that the Company is under no obligation to secure any exchange conversion rate, and the Compa

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ny may face delays in converting the funds to local currency amounts due to exchange control restrictions in China. Participant agrees pursuant to bear the risk of any exchange conversion rate fluctuation between the date the funds are

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received and the date of conversion of the funds to local currency. Participant further agrees to comply with any other requirements that may be imposed

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Total Stockholder Return by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Participant understands that the Service Recipient to which Participant provides service

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must be registered with the State Administration of Foreign Exchange ("SAFE") prior to settlement of the Restricted Stock Units. If the Company is unable to obtain registration approval for Participant's Service Recipient and/or any other

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relevant Chinese affiliate to which Participant provides service prior to the vesting of such Restricted Stock Units, the settlement of the Restricted Stock Units may be delayed.

CZECH REPUBLIC

Notifications

or the subsequent sale of

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any Shares acquired upon settlement; and

(k) Exchange Control Information.

The Czech National Bank may requires Participantno claim or entitlement to fulfill certain notification duties in relation to the Restricted Stock Units and the opening and maintenance of

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a foreign account. However, because exchange control regulations change frequently and without notice, Participant should consult Participant's personal legal advisor prior to the vesting compensation or damages shall arise from forfeitur

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e of the Restricted Stock Units to ensure compliance with current regulations. It is Participant's responsibility to comply with applicable Czech exchange control laws.

DENMARK

Terms and Conditions

Danish Stock Option Act. Participant

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acknowledge that they have received or the Employer Statement in Danish which sets forth additional information about the Restricted Stock Units to the extent that the Danish Stock Option Act applies.

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Foreign Asset / Account Reporting Information. Under the Danish Tax Reporting Act Participant must report Shares held in a foreign bank or brokerage account and deposit accounts with a foreign bank or broker in Participant's tax

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return under the section on foreign affairs and income. The use recoupment of the Forms V and K have been discontinued.

FINLAND

There are no country specific provisions.

FRANCE

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Tax Information. The Restricted Stock Units described herein are not intended to qualify for the French specific tax and social regime provided by sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code.

Language Consen

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t. The parties acknowledge and agree that it is their express wish that the Award Agreement, as well as all documents, notices and legal proceedings entered into, given

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Total Stockholder Return or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. Les parties reconnaissent avoir express

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ement souhaité que la convention (“Agreement”), ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en

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langue anglaise.

Notifications

Exchange Control Information. If Participant holds Shares outside of France or maintain a foreign bank account, Participant is required to report such to the French tax authorities when Particip

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ant file their annual tax return.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If Participant uses a German bank to transfer a cross-

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border payment in excess of €12,500 in connection with the sale of any Shares acquired under the Plan resulting from (i) the bank will make the report for Participant.

Foreign Asset / Account Reporting Information. If Particip

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ant's acquisition termination of Shares under the Plan leads Participant's status as a Service Provider (for any reason whatsoever whether or not later found to a so-called qualified participation at any point during the calendar year, Participant will need to

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report the acquisition when Participant file Participant's tax return for the relevant year. A qualified participation is attained be invalid or in breach of applicable law in the unlikely event that (i) the value of the Shares acquired exceeds €150,000 or (ii)

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Participant hold Shares exceeding 10% of the Company's total Shares.

GREECE

There are no country specific provisions.

HONG KONG

Terms and Conditions

Form of Settlement. Restricted Stock Units granted to

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employees resident in Hong Kong shall be paid in Shares only, notwithstanding any discretion to settle Restricted Stock Units in cash as set out in Section 2 of the Award Agreement and Section 10.4 of the Plan.

Settlement of Restricted Stock

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Units and Sale of Shares. In the event Participant's Restricted Stock Units vest and Shares are issued to Participant within six months of the Date of Grant, Participant agrees that Participant will not dispose of any Shares acquire

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d prior to the six-month anniversary of the Date of Grant.

Nature of Scheme. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes

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Ordinance ("ORSO"). Notwithstanding the foregoing, if the Plan is deemed to constitute an occupational retirement scheme for purposes of ORSO, Participant's grant shall be void.

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Total Stockholder Return *Notifications*

Securities Law Information. Warning: The Restricted Stock Units and Shares issued at vesting do not constitute a public offering of securities under Hong

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Kong law and are availabl e only to employ ees of the Compa ny, its Parent or Subsidi ary. The Award Agreem ent, includin g this **Exhibit B**, the Plan and other incident al commu nication material s have not been prepare d in accorda nce with

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and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong nor have the documents been reviewed by any regulatory authority in Hong Kong.

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The Restricted Stock Units are intended only for the personal use of each eligible employee of the Service Recipient, the Company or any Parent or Subsidiary and may not be distributed to any other person. If jurisdiction where Particip

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ant is in any doubt about any of the contents of the Award Agreement, including this **Exhibit B**, a Service Provider or the Plan, Participant should obtain independent professional advice.

HUNGARY

There are no country specific provisions.

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ICELAND

Notifications

Exchange Control Information. Participant should consult with Participant's personal advisor to ensure compliance with any applicable exchange control laws and regulations in Iceland, as such regulations are

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subject to frequent change. Participant is responsible for ensuring compliance with all exchange control laws and regulations in Iceland.

INDIA

Notifications

Exchange Control Information. Participant is required to repatriate to

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India any cash dividends paid on Shares acquired under the Plan within 180 days of payment and any proceeds from the sale of such Shares within 90 days of receipt, or within such other period of time prescribed upon applicable Indian exchange

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control regulations. Upon repatriation, a foreign inward remittance certificate (“FIRC”) will be issued by the bank where the foreign currency is deposited. The FIRC should be retained as evidence of the repatriation of funds in the event the

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Reserve Bank of India or the Service Recipient requests proof of repatriation.

Foreign Asset / Account Reporting Information. Participant is required to declare foreign bank accounts and any foreign financial assets in Particip

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ant's annual tax return.

Tax Information. The amount subject to tax at vesting will partially be dependent upon a valuation that the Company will obtain from a Merchant Banker in India. The Company has no responsibility or obligatio

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n to obtain the most favorable valuation possible nor obtain valuations more frequently than required under Indian tax law.

INDONESIA

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Total Stockholder Return Language Consent. A translation of the documents relating to the Award (i.e., the Award Agreement and the Plan) into Bahasa Indonesia can be provided to Participant upon

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request to Attn: Stock Administration at 3060 Olsen Drive, San Jose, CA, 95128, U.S.A.

By accepting the Award, Participant (i) confirm having read and understood the documents relating to the Award (i.e., the Plan and the Award Agreement) which

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were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree Participant's employment or service agreement, if any) or (ii) in application of any Company clawback policy or any recovery or clawback policy otherwis

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e required by law.

14.**No Advice Regarding Grant**. The Company is not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem providing any tax, legal or the implem

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enting Presidential Regulation (when issued).

Persetujuan Bahasa. *Terjemahan dari dokumen-dokumen terkait dengan penghargaan ini (yaitu Perjanjian dan Rencana) ke dalam Bahasa Indonesia dapat disediakan untuk anda berdasarkan permint*

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aan kepada: Stock Administration at 3060 Olsen Drive, San Jose, CA 95128, U.S.A.

Dengan menerima pemberian, anda (i) memberikan konfirmasi bahwa anda telah membaca dan memahami dokumen-dokumen berkaitan

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dengan pemberian ini (yaitu, Program dan Perjanjian) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokume

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n ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan ataupun Peraturan Presiden sebagai pelaksanaannya (ketika diterbitkan).

Notifications

Exchange

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Control Information. If Participant remits proceeds from the sale of shares into Indonesia, the Indonesian Bank through which the transaction financial advice, nor is made will submit a report on the transaction to the Bank of Indonesia for statistic

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al reportin g purpose s. For transact ions of US$10, 000 or more, a descripti on of the transact ion must be included in the report. Althoug h the bank through which the transact ion is made is required to make the report, Particip ant must complet e a

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"Transfer Report Form." The Transfer Report Form will be provided to Participant by the bank through which the transaction is made.

IRELAND

Notifications

Director Notification Obligation. If Participant is a director, shadow director

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or secretary of the Company's Irish Subsidiary or affiliate whose interest in the Company represents more than 1% of the Company's voting share capital, Participant must notify the Irish Subsidiary or affiliate in writing within five busines

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s days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units, Shares, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five days of becomi

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ng a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or

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secretary).

ISRAEL

Terms and Conditions

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NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (TSR) 4877-5556-0734 v.1 - 5/2/2022 2:27:15 PM

Total Stockholder Return Trust Arrangement. Participant understands and agrees

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that the Restricted Stock Units are offered subject to and in accordance with the terms of the trust agreement. Specifically, the Shares issued upon vesting of the Restricted Stock Units shall be delivered to and controlled by a trustee appointed by the

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Company or its Subsidiary or affiliate in Israel (the "Trustee") for Participant's benefit for at least such period of time as required by Section 102 or making any shorter period determined under the Israeli Income Tax Ordinance [New Version] 1961 as

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now in effect or as hereafter amended (the "Ordinance") or by the Israeli Tax Authority (the "Lock-Up Period"). The Restricted Stock Units and Shares shall be controlled by the Trustee for the benefit of Participant and the provisions of

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Section 102 of the Ordinance and the Income Tax (Tax Abatement on the Grant of Shares to Employees) Regulations 2003 shall apply to such Restricted Stock Units or Shares for all purposes. Participant shall be able, at any time, to request the sale

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of the Shares or the release of the Shares from the Trustee, subject to the terms of the Plan, this Award Agreement and any applicable law. Without derogating from the aforementioned, if the Shares are released by the Trustee during the Lock-Up Period, the

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sanctions under Section 102 of the Ordinance shall apply to and be borne by Participant. The Shares shall not be sold or released from the control of the Trustee unless the Company, the Service Recipient and the Trustee are satisfied that the full amount

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of Withholding Obligations due have been paid or will be paid in relation thereto.

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Securities Law Information. An exemption from filing a prospectus in relation to the Plan has been granted to the Company by the Israeli Securiti

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es Authority. Copies of the Plan and the Form S-8 registration statement for the Plan filed with the U.S. Securities and Exchange Commission are available from Attn: Stock Administration at 3060 Olsen Drive, San Jose, CA 95128, U.S.A.

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ITALY

Terms and Conditions

Plan Document Acknowledgment. In accepting the Restricted Stock Units, Participant acknowledges that they have received a copy of the Plan and the Award Agreement and have reviewed the Plan

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and the Award Agreement, including this **Exhibit B**, in their entirety and fully understand and accept all provisions of the Plan and the Award Agreement, including this **Exhibit B**.

In addition, Participant further acknowledge that Particip

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ant has read and specifically and expressly approve without limitation the following clauses in the Award Agreement: Section 5 (Forfeiture upon Termination of as a Service Provider); Section 7 (Tax Obligations); Section 13 (Nature of Grant); and

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Section 15 (Data Privacy).

Notifications

Foreign Asset / Account Reporting Information. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generat

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e income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also

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apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions.

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JAPAN

Notifications

Exchange Control Information. If Participant acquires Shares valued at more than JPY 100 million in a single transaction, Participant must file a Securities Acquisition Report with the

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Ministry of Finance through the Bank of Japan within 20 days after the acquisition of the Shares.

Foreign Asset / Account Reporting Information. If Participant holds foreign assets (including Shares acquired under the Plan) with a

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total net fair market value exceeding JPY 50 million as of December 31 of each year, Participant is required to report such assets to the National Tax Administration by March 15 of the following year.

JORDAN

There are no country specific

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provisions.

KOREA

Notifications

Foreign Asset / Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax

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authority and file a report with respect to such accounts in June of the immediately following year if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date

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during a calendar year. It is Participant's responsibility to comply with applicable reporting obligations and Participant should consult with Participant's personal tax advisor in this regard.

LEBANON

Securities Law Information. The

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Plan does not constitute the marketing or offering of securities In Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offers under the Plan are being made only to eligible employees of the Company or a Subsidiary.

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LUXEMBOURG

There are no country specific provisions.

MACEDONIA

Notifications

Exchange Control Information. Participant should consult with Participant's personal advisor to ensure compliance with any applicable exchan

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ge control laws and regulations in Macedonia, as such regulations are subject to frequent change. Participant is responsible for ensuring compliance with all exchange control laws and regulations in Macedonia.

MALAYSIA

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Total Stockholder Return *Terms and Conditions*

Disclosure of Participant Information. This provision supplements Section 15 of the

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Award Agreement:

Participant hereby expli citly and unambiguously acknowledges that the Company has collected, used and transferred, in paper or electronic format, certain personal information regarding Participant's employment, the nature and amount of Participant's compensation and the fact and conditions of Participant's participation in the Plan, including, but not limited to, Participant's name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Awards or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing Participant's participation in the Plan.	Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in paper or electronic format, of Participant's personal data as described in this Agreement by the Company and any Affiliate for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

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ard Agreement and any other award grant materials by _	lain, data peribadi and sesperti yang ditetrangkan dalam

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and among, as applicable, the Service Recipient, the Company_	Perjanjian ini dan apa-apa yang timbul atau berhubungan

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plement ing, admin istering and managing Participant's participation	ajikan, Syarikat dan mana-mana Ahli Kumpulan lain untu

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pation in the Plan.

Participant understands that the Company and the Service Recipient may hold certain personal information about Participant, including, but not limited to, Participant's

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name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number (e.g. resident registration number), salary, nationality, job title, any Shares or directorship held in the Company

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REFINITIV

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Total Stockholder Return

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. Participant understands that Participant may request a list	mandatory banderol added to American Syrian tobacco-

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p. com. Participant authorizes the Company, E*TRADE and	nda. Andameman habhawaa nda bolehmemintatus_

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ing Participant's local human resources representative. F	a hanya akan disimpan selagi akun Perlu untuk

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the consents herein on a purely voluntary basis. If Participant	a a n a n d a d al a m P el a n. A n d a m e m a h a m i b a h a w a a n d a b

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equence of refusing or withdrawing Participant's consent	npemprosesan Data, atau menolak atau menarik kembali pe

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nt is that the Company would not be able to grant Participant's a rsetujuan dalam hal ini, dalam hal mana a-manak estanpak os, den

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ant's ability to participate in the Plan. For more information on th	aandadatidakbersetujuu, ataausekiranyaandakemudianm

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econsequences of Participant's refusal to consent or withdrawal	embatalkan pencairan dana, status pekerjaan atau pengunduran

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Total Stockholder Return

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Notifications

Director Notification Obligation. If Particip

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ant is a director of the Company's Malaysian Subsidiary or affiliate, Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian

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Subsidiary or affiliate in writing when Participant receives or disposes of an interest (*e.g.*, an award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any

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interest in the Company or any related company.

MEXICO

Terms and Conditions

Modification. By accepting the Restricted Stock Units, Participant understands and agrees that any modification of the Plan or the Award

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Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

Policy Statement. The Award of Restricted Stock Units the Company is making under the Plan is

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unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 251 Little Falls Drive, Wilmington, DE, 19808, U.S.A.,

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is solely responsible for the administration of the Plan and recommendations regarding Participant's participation in the Plan, and the or Participant's acquisition of shares does not, in any way, establish an employment relationship between Particip

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ant and the Company since Participant is participating in the Plan on a wholly commercial basis and the sole employer is as applicable, nor does it establish any rights between Participant and the Service Recipient.

Plan Document Acknowledgm

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ent. By acceptin g the Award of Restrict ed Stock Units, Particip ant acknowl edge that Particip ant have receive d copies of the Plan, have reviewe d the Plan and the Award Agreem ent in their entirety and fully underst and and accept all provisio

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ns of the Plan and the Award Agreement.

In addition, by signing the Award Agreement, Participant further acknowledges that Participant has read and specifically and expressly approve the terms and conditions in the Award

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Total Stockholder Return Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquire

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d right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any Parent, Subsidiary or affiliates are not responsible for any decrease in the value sa

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le of the Shares underlying the Restricted Stock Units.

Finally, Participant is hereby declares that Participant does not reserve any action advised to consult with his or right to bring any claim against the Company for any compensation her own persona

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l tax, legal and financial advisers regarding his or damages as a result of Participant's her participation in the Plan and therefore grant a full and broad release before taking any action related to the Service Recipient, Plan.

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15. ***Data Privacy. Participant hereby explicitly and unambiguously consents to the Company collection, use and any Parent, Subsidiary transfer, in electronic or affiliates with respect to any claim that may arise under***

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the Plan.

Spanish Translation

Modification. *Al aceptar las Unidades de Accion Restringida, usted reconoce y acuerda que cualquier modification del Plan o su terminacion no constituye un cambio o desmejora de los*

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terminos y condiciones de empleo.

Declaracion de Politica. *El Otorgamiento de Unidades de Accion Restringida de la Compañia en virtud del Plan es unilateral y discrecional y, por lo tanto, la Compañia se reserva el derecho absolut*

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o de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.

La Compañia, con oficinas registradas ubicadas en 251 Little Falls Drive, Wilmington, DE, 19808, U.S.A., es la unica responsable de la administración

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del Plan y de la participación en el mismo y la adquisición de acciones no establece de forma alguna una relación de trabajo entre usted y la Compañia, ya que su participación en el Plan es completamente comercial y el unico empleador es en caso de ser

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aplicable, así como tampoco establece ningún derecho entre la persona que tenga el derecho a optar y el Empleador.

Reconocimiento del Documento del Plan. *Al aceptar el Otorgamiento de las Unidades de Acción Restringida, usted reconoc*

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e que ha recibido copias del Plan, ha revisado el mismo, al igual que la totalidad del Acuerdo y, que ha entendido y aceptado completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al firmar el

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Acuerdo, reconoce que ha leido, y que aprueba especifica y expresamente los términos y condiciones contenidos en la Renuncia de Derecho o Reclamo por Compensación del Acuerdo, en el cual se encuentra claramente descrito y

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establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así

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como su Sociedad controlante, Subsidiaria o Filiales no son responsables por cualquier disminución en el valor de las acciones en relación a las Unidades de Acción Restringida.

Finalmente, declara que no se reserva ninguna acción o derecho

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para interponer una demanda en contra de la Compañia por compensación, dano o perjuicio alguno como resultado de su participación en el Plan y, en consecuencia, otorga el más amplio finiquito al Empleador, asi como a la Compañia, a su Socieda

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d controla nte, Subsidi aria o Filiales con respect o a cualquie r demand a que pudiera originar se en virtud

Total Stockholder Return

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del Plan.

Notifications

Securities Law Information*. The Restricted Stock Units and the Shares offered under the Plan have not been registered with the National Register other form, of Securities maintained by the Mexican National Banking*

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and Securities Commission and cannot be offered or sold publicly Participant's personal data as described in Mexico. In addition, the Plan, the this Award Agreement and any other document relating to the Restricted Stock Units

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may not be publicly distributed in Mexico. These Unit grant materials are addressed to Participant only because by and among, as applicable, the Service Recipients for the exclusive purpose of Participant's existing relationship with the Company implementing

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ed specific ally to individu als who are present employ ees of the Mexican subsidia ry of the Compa ny made in accorda nce with the provisio ns of the Mexican Securiti es Market Law, and any rights under such offering shall not be assigne d or

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transferred.

NETHERLANDS

There are no country specific provisions.

NEW ZEALAND

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Securities Law Information. *WARNING: Participant is being granted Restricted Stock Units to acquire Shares in accorda*

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nce with the terms of this Award Agreement and the Plan. The Shares, if issued, will give Participant a stake managing Participant's participation in the ownership of the Company. Participant may receive a return if dividends are paid.

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Plan.

If the Company runs into financial difficulties and is wound up, Participant will be paid only after all other creditors (including holders of preference shares, if any) have been paid. Participant may lose some

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or all of Participant's investment, if any. New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

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The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, Participant may not be given all the information usually required. Participant also will have fewer other legal

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protecti ons for this investm ent.

Ask questio ns, read all docume nts carefully , and seek indepen dent financial advice before committi ng.

The Compa ny's Shares are currentl y traded on the Nasdaq under the ticker symbol "NTAP" and

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Shares acquired under the Plan may be sold through this exchange. Participant may end up selling the Shares at a price that is lower than the value of the Shares when Participant acquired them. The price will depend on the demand for the Compa

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ny's Shares. The Company's most recent annual report (which includes the Company's financial statements) is available at the Company's website at http://investors.netapp.com/. Participant is entitled to receive a copy of this

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Total Stockholder Return report, free of charge, upon written request to the Company at

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Stock Administration at stockadmin@netapp.com.

NIGERIA

There are no country specific provisions.

NORWAY

There are no country specific provisions.

PHILIPPINES

Notifications

Securities Law Information. Particip

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ant acknowledges that Participant is permitted to sell Shares acquired under the Plan through the designated Plan broker appointed by the Company (or such other broker to whom Participant may transfer the Shares), provided that such sale

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takes place outside of the Philippines through the facilities of the Nasdaq on which the Shares are listed.

POLAND

Notifications

Exchange Control Information. If Participant transfers funds exceeding €15,000 in a single

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transaction, Participant is required to do so through a bank account in Poland. Participant is required to retain all documents connected with foreign exchange transactions for a period of five years, calculated from the end of the year when the foreign exchan

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ge transact ions were made. If Particip ant holds Shares acquire d under the Plan and/or maintai n a bank account abroad and the aggrega te value of Shares and/or cash held in such foreign account s exceeds PLN 7 million, Particip ant must file reports

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on the transactions and balances of the accounts on a quarterly basis to the National Bank of Poland.

PORTUGAL

Terms and Conditions

Language Consent. Participant hereby expressly declares that Participant have full knowled

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ge of the English languag e and have read, underst ood and fully accepte d and agreed with the terms and conditio ns establis hed in the Plan and the Award Agreem ent.

Conhe ciment o da Lingua. Por meio do present e, eu declaro express amente

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que tem pleno conhecimento da língua inglesa e que li, compreendi e livremente aceitei e concordei com os termos e condições estabelecidas no Plano e no acordo.

Notifications

Exchange Control Information. If Participant

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receive Shares upon vesting, the acquisition of the Shares should be reported to the Banco de Portugal for statistical purposes. If the Shares are deposited with a commercial bank or financial intermediary in Portugal, such bank

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Total Stockholder Return or financial intermediary will submit the report on

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Participant's behalf. If the shares are not deposited with a commercial bank or financial intermediary in Portugal, Participant is responsible for submitting the report to the Banco de Portugal.

QATAR

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ROMANIA

Notifications

Exchange Control Information. If Participant deposits the proceeds from the sale of Shares issued at vesting in a bank account in Romania, Participant may be required to provide the Romani

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an bank with appropriate documentation explaining the source of the funds. Participant should consult their personal advisor to determine whether Participant will be required to submit such documentation to the Romanian bank.

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RUSSIA

Terms and Conditions

U.S. Transaction. Participant understands that the Company and the Service Recipient may hold certain personal information about Participant, including, but not limited to, Participant's

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name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or director ships held in the Company, details of all Restricted Stock Units shall be valid or

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any other entitlement to Shares or cash payments awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and this Award Agreement shall be

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concluded and become effective only when managing the Award Agreement is electronically received by the Company in the United States or a third-party designated by the Company. Upon vesting of the Restricted Stock Units, any Shares

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to be issued to Participant shall be delivered to Participant through a bank or brokerage account in the United States. Plan.

Securities Law Acknowledgement. *Participant acknowledges understands that the Restricted Stock Units, the*

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Award Agreement, the Plan and all other materials Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The Shares acquired pursuant to the Plan have not and will not be register

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ed in Russia nor admitted for listing on any Russian exchange for trading within Russia, and therefore, neither the Restricted Stock Units nor the Shares Data may be used for offering or public or private circulation in Russia. Participant acknowl

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*edges that Participant may hold Shares acquired upon settlement of the Restricted Stock Units in Participant's E*TRADE (or such other transferred to a stock plan service provider, as may be selected by the Company) account Company in the future,*

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assistin g the Compa ny with the implem entation , administ ration and manage ment of the Plan. Particip ant underst ands that the recipien ts of the Data may be located in the United States. Howeve r, States or elsewhe re, and that the recipien ts' country of

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operation (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and

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addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, any stock plan service provider selected by the Company and any other possible recipients which may assist

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the Company (presently or in no event the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managi

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ng his or her particip ation in the Plan. Particip ant underst ands that Data will Shares issued b e held only as long as is necessa ry to implem ent, administ er and manage Particip ant's particip ation in the Plan. Particip ant underst ands if he or she

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resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents

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herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent

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, or if Particip ant later seeks to revoke his or her consent , his or her status as a Service Provider and career with the Service Recipie nt will not be adverse ly affected . The only adverse conseq uence of refusing or withdra wing Particip ant's consent is that

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the Company would not be able to grant Participant Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Particip

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ant's ability to particip ate in the Plan. For more informat ion on the conseq uences of Particip ant's refusal to consent or withdra wal of consent , Particip ant underst ands that he or she may contact his or her local human resourc es

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represe ntative.

16. **Addres s for Notices** . Any notice to be given to the Compa ny under the Plan ter ms of this Award Agreem ent will be delivere d addre ssed to the Compa ny at NetApp, Inc., 3060 Olsen Drive, San Jose, CA 95128, Attn:

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Stock Administration, or at such other address as the Company may hereafter designate in writing.

17. **Successors and Assigns**. The Company may assign any of its rights under this Award

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Agreement to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon Participant and

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his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may be assigned only with the prior written consent of the Company.

18. **Additional Conditions to Issuanc**

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e of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or non-U.S. law, the tax code and related

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regulations or under the rulings or regulations of the U.S. Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the U.S. Securities and Exchange Commission or any other govern

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mental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant in Russia. Further, Participant is (or his or her estate) hereunder, such issuance will not permitted occur unless and until such listing, registration,

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qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to sell or otherwise dispose of Shares directly the Company. Subject to other Russian

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individuals.

Notifications

Exchange Control Information. Participant may be subject to exchange control restrictions and repatriation requirements in Russia as soon as Participant intends to use those cash amounts for any

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purpose, including reinvestment. If the repatriation requirement applies, such funds must initially be credited to Participant through a foreign currency account at an authorized bank in Russia. After the funds are initially

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received in Russia, they may be further remitted to foreign banks in accordance with Russian exchange control laws. Under the Directive N 5371-U terms of the Russian Central Bank (the "CBR"), Award Agreement and the repatriation requirement

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may Plan, the Company will not apply in certain

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Total Stockholder Return cases with respect be required to cash amounts received in an account

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that is considered by issue any certificate or certificates for (or make any entry on the CBR books of the Company or of a duly authorized transfer agent of the Company of) the Shares hereunder prior to be a foreign brokerage account. Particip

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ant should consult their personal legal advisor before settlement the lapse of such reasonable period of time following the date of vesting of the Restricted Stock Units before selling Shares as the Administrator may establish from time to time for reasons of

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administrative convenience.

19. **Language**. Participant acknowledges that they are proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow Participant to understand the terms and before

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remittin g conditi ons of this Award Agreem ent. If Particip ant has receive d this Award Agreem ent or any sale proceed s other docume nt related to Russia, as significa nt sanction s for violation s the Plan translat ed into a languag e other than English and if

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the meaning of the Russian currency translated version is different than the English version, the English version will control, laws may apply unless otherwise required by applicable laws.

20. **Interpretation**. The Administrator will have the power

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to interpret the Plan and these requirements are subject to change at any time, often without notice.

Foreign Asset/Account Reporting Information. Participant is required to file the following reports or notifications with the Russian

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tax authorities, if applicable: (i) annual cash flow reporting for an offshore brokerage account (due by June 1 each year for the previous year, with the first reporting due by June 1, 2021 for calendar year 2020); (ii) financial asset (including shares

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Common Stock) reporting for an offshore brokerage account (due by June 1 each year for the previous year, with the first reporting due by June 1, 2022 for calendar year 2021); and (ii) a one-time notification within one month of opening, closing,

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or changing details of an offshore brokerage account. Participant should consult their personal tax advisor to ensure compliance with applicable requirements.

Anti-Corruption Information. Anti-corruption laws prohibit certain public

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servants, their spouses and their dependent children from owning any foreign source financial instruments (e.g., shares of foreign companies such as the Company). Accordingly, Participant should inform the Company if they are covered by

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these laws because, in such case, Participant should not hold Shares acquired under the Plan.

SAUDI ARABIA

Notifications

Securities Law Information. The Award Agreement may not be distributed in the Kingdom of Saudi

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Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or

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completeness of the this Award Agreement and expressly disclaims to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any liability whatsoever such rules (including, but

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not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and

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all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any loss arising from, action, determination or incurred interpretation made in reliance upon, any part of the Award Agreem

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ent. Participant is hereby advised to conduct Participant's own due diligence on the accuracy of the information relating good faith with respect to the shares. If Participant does not understand the contents of the Plan or this Award Agreement,

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Participant should consult an authorized financial advisor.

SINGAPORE

Terms Agreement.

21. **Electronic Delivery and Conditions**

Sale Restriction Acceptance. Participant agrees that The Company may, in its sole

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discretion, decide to deliver any Shares acquired pursuant documents related to the Restricted Stock Units will not be offered for sale in Singapore prior to awarded under the six-month anniversary of the Date of Grant unless

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such sale Plan or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”), or pursuant to, and in accordance with

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the conditions of, any other applicable provisions of the SFA.

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Total Stockholder Return Securities Law Notice. The

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grant of the future Restricted Stock Units is being made to Participant in reliance on the "Qualifying Person" exemption under section 273(1)(f) of the SFA under which it is exempt from the prospectus and registration requirements and is not made

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with a view to the underlying Shares being subsequently offered for sale to any other party. The Plan has not been and will not that may be lodged or registered as a prospectus with the Monetary Authority of Singapore.

CEO or Directo

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r Notification Obligation. If Participant is a director, associate director or shadow director of the Company's Singapore Subsidiary or affiliate, Participant is subject to certain notification requirements awarded under the Singapore Compa

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nies Act. Among these requirements is an obligation Plan by electronic means or require Participant to notify participate in the Company's Singapore Subsidiary Plan by electronic means. Participant hereby consents to receive such

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documents by electronic delivery and agrees to participate in the Plan through any on-line or affiliate in writing when Participant receives an interest (e.g, Restricted Stock Units or Shares) in electronic system established and maintained by the

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Company or any Parent, Subsidiary a third party designated by the Company.

22. Captions. Captions provided herein are for convenience only and are not to

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serve as a basis for interpretation or affiliate. In addition, Participant must notify the Company's Singapore Subsidiary construction of this Award Agreement.

23. Amendment, Suspension or affiliate when Participant sells

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Shares or shares of any Parent, Subsidiary or affiliate (including when Participant sells Shares issued upon vesting and settlement Termination of the Award). These notifications must be made within two days of acquiring or disposing of any

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interest in the Company or any Parent, Subsidiary or affiliate. In addition, a notification of Participant's interests in the Company or any Parent, Subsidiary or affiliate must be made within two days of becoming the a director, associate

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director or shadow director.

SLOVAKIA

Notifications

Foreign Asset / Account Reporting Information.

PlanIf Participant carries on business activities as an independent entrepreneur (in Slovakian, podnik

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atel), Participant must report foreign assets (including any Shares) to the National Bank of Slovakia (provided that the value of the foreign assets exceeds an amount of €2,000,000). These reports must be submitted on a monthly basis

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by the 15th day of the respective calendar month, as well as on a quarterly basis by the 15th day of the calendar month following the respective calendar quarter, using notification form DEV (NBS) 1-12, which may be found at the

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National Bank of Slovakia's website at www.nbs.sk.

SLOVENIA

Terms and Conditions

Language Consent. The parties acknowledge and agree that it is their express wish that the Award Agreement, as well as all docume

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nts, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Dogovor o uporabi jezika. Stranke se izrecno strinjajo, da se za sklepanje

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Pogodbe, kot tudi vseh dokumentov, obvestil in postopkov sklenjenih neposredno ali posredno v zvezi s tem, uporablja angleški jezik.

SOUTH AFRICA

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Total Stockholder Return Taxes. By accepting the Restricted Stock Units, Participant agrees that, immediately upon vesting and settlement of the Restricted Stock

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Units, Participant will notify the Service Recipient of the amount of any gain realized. If Participant fails to advise the Service Recipient of the gain realized upon vesting and settlement, Participant may be liable for a fine. Participant will be solely

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respons ible for paying any differen ce betwee n the actual tax liability and the amount withheld by the Service Recipie nt.

Notific ations

Securit ies Law Informa tion. In complia nce with South African securitie s laws, Particip ant acknowl edge that a

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copy of the Company's most recent annual report (i.e. Form 10-K) is available for review on the Company's "Investor Relations" website at http://investors.netapp.com/ and a copy of the ESPP Prospectus is available at http://fo.netapp.

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com/corporate-controller/stock/.

(i) a copy of the Company's most recent annual report (i.e., Form 10-K); and

(ii) a copy of the Plan Prospectus.

A copy of the above documents will be sent to Participant free of charge on request

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to Stock Admin at stockadmin@netapp.com.

Participant should carefully read the materials provided before making a decision whether to accept the Award. In addition, Participant should contact Participant's tax advisor for specific information

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concerning Participant's personal tax situation with regard to Plan participation.

Exchange Control Information. Participant should consult with their personal advisor to ensure compliance with any applicable exchange control laws and

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regulations in South Africa, as such regulations are subject to frequent change. Participant is responsible for ensuring compliance with all exchange control laws and regulations in South Africa.

SPAIN

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Labor Law Acknowledgement. The following provision supplements Section 13 of the Award Agreement:

By accepting the this Award, Participant consents to participation in the Plan, and acknowledges e xpressly warrant

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s that Participant he or she has received a copy of the Plan document. Participant understands that the Company has unilaterally, gratuitously and in its sole discretion decided to make Awards an Award of Restricted Stock Units under

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the Plan, to individuals who may be Service Providers throughout and has received, read and understood a description of the world. The decision is limited and entered into based upon the express assumption and condition that any Restrict

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ed Stock Units will not economically or otherwise bind the Company or any Parent or Subsidiary, including the Service Recipient, on an ongoing basis, other than as expressly set forth in the Award Agreement. Consequently, Plan. Particip

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ant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Administrator at any time.

24. Country Addendum. Notwithstanding any provisions in this Award is given on the assumption

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and condition that Agreement, the Restricted Stock Units Unit grant shall not become part of be subject to any employment contract (whether with the Company or any Parent, Subsidiary or affiliate, including the Service Recipie

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nt) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever. Furthermore,

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Total Stockholder Return

Participant understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from the Award, which is gratuitous and discretionary, since the future value of the Restrict

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ed Stock Units and the underlying Shares is unknown and unpredictable. Participant also understands that this Award would not be made but for the assumptions additional terms and conditions set forth herein above; thus, Participant underst

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ands, acknowledge and freely accept that, should any or all of the assumptions be mistaken or any of the conditions not be met in an appendix (if any) to this Award Agreement for any reason, the country whose laws are applicable to Particip

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ant and this Award the of Restricted Stock Units (as determined by the Administrator in its sole discretion) (the "**Country Addendum**"). **Moreover, if Participant relocates to one of the countries included in the Country Addendum (if**

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any), the additional terms and any right condition s for such country will apply to Participant, to the underlying Shares shall be null and void.

Further, Participant's participation in the Plan is expressly conditioned

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on Participant's continued and active rendering of service, such that if Participant ceases to be a Service Provider for any reason whatsoever, Participant's participation in the Plan will cease immediately. This will be the case, for exampl

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e, even if (1) Participant is considered to be unfairly dismissed without good cause (i.e., subject to a “despido improcedente”); (2) Participant is dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) Particip

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ant's continuous status as a Service Provider ceases due to a change of work location, duties or any other employment or contractual condition; (4) Participant's continuous status as a Service Provider ceases due to a unilateral

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breach of contract by extent the Company determines that the application of such terms and conditions is necessary or any advisable for legal or administrative reasons. The Country Addendum constitutes part of its affiliates; or (5)

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Participant's continuous Service terminates for any other reason whatsoever. Consequently, upon termination of Participant's continuous for any this Award Agreement.

25. **Modifications to the Award Agreement**. This Award Agreement constitutes the

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entire understanding of the above reasons, Participant automatically lose any right to participate in the Plan parties on the date of Participant's termination as a Service Provider, as described in the Plan and the Award Agreement.

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Securities Law Information. The Restricted Stock Unit and Shares described in the Award Agreement do subjects covered. Participant expressly warrants that he or she is not qualify under Spanish regulations as securities. No "offer of

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securities to the public", as defined under Spanish law, has taken place or will take place in the Spanish territory. The Award Agreement has not been nor will it be registered with the Comisión Nacional del Mercado de Valores, and does not constitut

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e a public offering prospectus.

Exchange Control Information. The acquisition of Shares and subsequent sales of Shares must be declared for statistical purposes to the Dirección General de Comercio e Inversiones (the "DGCI").

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Because Participant will not purchase or sell the Shares through the use of a Spanish financial institution, Participant will need to make the declaration by filing a D-6 form with the DGCI. Generally, the D-6 form must be filed each January while

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the Shares are owned. However, if the value of the Shares acquired under the Plan or the amount of the sale proceeds exceeds €1,502,530, the declaration must be filed within one month of the acquisition or sale, as applicable.

In addition

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, any securities accounts (including brokerage accounts held abroad), as well as the securities (including Shares) held in such accounts, may need to be declared electronically to the Bank of Spain, depending on the value of the transact

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ions during the prior tax year or the balances in such accounts as of December 31 of the prior tax year.

Foreign Asset/Account Reporting Information. Rights or assets (*e.g.*, Shares or cash held in a bank or brokerage account) held outside

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of Spain with a value in excess of €50,000 per type of right or asset (e.g., Shares, cash, etc.) as of December 31, must be reported on Participant's annual tax return. After such rights or assets are initially reported, the reporting obligation will only

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apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by the following March 31.

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(2021 EIP)

(TSR) 4877-5556-0734

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Total Stockholder Return

SWEDEN

Tax Obligations. The following provisions supplement Section 7 of the Award Agreement:

Without limiting the Company's and the Service Recipie

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nt's authority to satisfy their withholding obligations for Tax Obligations as set forth in Section 7 of the accepting this Award Agreement in accepting the Restricted Stock Units, Participant authorizes the Company and/reliance on any promise

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s, represe ntations , or the Service Recipie nt to withhold Shares or to sell Shares otherwis e delivera ble to Particip ant to satisfy Tax Obligati ons, regardle ss induc ements other than those contain ed herein. No amend ment of whether the Compa ny

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and/or the Employer has an obligation to withhold such Tax Obligations.

SWITZERLAND

Notifications

Securities Law Information. The grant of the Restricted Stock Units and the issuance of any shares of Common Stock

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is not intended to be a public offering in Switzerland. Neither this document nor any other materials relating to the Restricted Stock Units constitute a prospectus as such term is understood pursuant to articles 35 et seq. of the Swiss

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Federal Act on Financial Services (“FinSA”), and neither this document nor any other materials relating to the Restricted Stock Units may be publicly distributed nor otherwise made publicly available in Switzerland. Neither this document nor

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any other offering or marketing material relating to the Restricted Stock Units have been or will be filed with, or approved or supervised by, any Swiss reviewing body according to article 51 FinSA or Swiss regulatory authority (in

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particular, the Swiss Financial Market Supervisory Authority (FINMA)).

TAIWAN

Notifications

Securities Law Information. The offer of participation in the Plan is available only for employees of the Company and its

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Subsidiaries. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. Participant may acquire and remit foreign currency (including proceeds from the sale of Shares)

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into and out of Taiwan up to US$5,000,000 per year. If the transaction amount is TWD$500,000 or more in a single transaction, Participant must submit a foreign exchange transaction form and also provide supporting documentation

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to the satisfaction of the remitting bank.

If the transaction amount is US$500,000 or more, Participant may be required to provide additional supporting documentation to the satisfaction of the remitting bank. Please consult Participant's persona

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l advisor to ensure compliance with applicable exchange control laws in Taiwan.

THAILAND

Notifications

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NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (TSR) 4877-5556-0734 v.1 - 5/2/2022 2:27:15 PM

Total Stockholder Return

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Exchange Control Information. If Participant receives funds in connection with the Plan (e.g., dividends, sale proceeds) with a value equal to or greater than US$50,000, Participant is required to immediately repatriate such funds to Thailand. Any foreign currenc

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y repatriated to Thailand must be converted to Thai Baht or deposited into a foreign currency deposit account opened with any commercial bank in Thailand acting as the authorized agent within 360 days from the date the funds are repatriat

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ed to Thailand. Participant is also required to inform the authorized agent of the details of the foreign currency transaction, including Participant's identification information and the purpose of the transaction.

TURKEY

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Notifications

Securities Law Information. Participant is permitted to sell Shares acquired under the Plan provided the resale of such Shares takes place outside of Turkey through facilities of a stock exchange on which the Shares are listed. The

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Shares are currently listed on the Nasdaq.

Exchange Control Information. In certain circumstances, Participant is permitted to acquire and sell securities on a non-Turkish stock exchange only through a financial intermediary licensed in Turkey. Therefo

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re, Participant may be required to appoint a Turkish broker to assist with the sale of the Shares acquired under the Plan.

UNITED ARAB EMIRATES

Notifications

Securities Law Information. The Restricted Stock Units

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granted under the Plan are being offered only to eligible employees of the Company and are in the nature of providing equity incentives to eligible employees of the Company. Any documents related to the Restricted Stock Units, including the

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Plan, the Award Agreement and any other grant documents (“Award Documents”), are intended for distribution only to such eligible employees and must not be delivered to, or relied on by, any other person.

The Emirates Securities and

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Commodities Authority has no responsibility for reviewing or verifying any Award Documents or any other incidental communication materials distributed in connection with will materially impair the Restricted Stock Units. Further, neither the

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Ministry rights of Economy nor the Dubai Department of Economic Development has approved the Award Documents or taken steps to verify the information set out in them, and thus, is not responsible for their content.

Participant, should,

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as a prospective stockholder, conduct Participant's own due diligence on the securities. If Participant does not understand the contents of the Award Documents, Participant should consult an authorized financial advisor.

UNITED

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KINGDOM

Terms and Conditions

Form of Settlement. Restricted Stock Units granted to employees resident in the United Kingdom shall be paid in Shares only, notwithstanding any discretion to settle Restricted Stock

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Units in cash as set out in Section 2 of the Award Agreement and Section 10.4 of the Plan.

Total Stockholder Return Joint Election for Transfer of

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Liability for Employer National Insurance Contributions. Participant's participation in the Plan, and settlement of the Restricted Stock Units upon vesting is conditional on accepting any liability for secondary Class 1 National

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Insurance contributions that may be payable by the Company or other Service Recipient (and any successor to the Company and/or other Service Recipient) in connection with the Restricted Stock Units and any event giving rise to Tax Obligati

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ons (the "Employer NICs") and Participant hereby irrevocably agree to accept any such liability with respect to Employer NICs..

Without prejudice to the foregoing, Participant agree to execute a joint election with the Company, the form of such

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joint election (the "Joint Election")having been approved by formally by Her Majesty's Revenue and Customs ("HMRC"), and any other required consent or election. Participant further agrees to execute such other joint elections as may be required

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unless mutually agreed otherwise between Participant and any successor the Administrator, which agreement must be in writing and signed by Participant and the Company. Notwithstanding anything to the Company or other Service Recipie

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nt. Participant further agrees that the Company or other Service Recipient (and any successor to the Company and/or other Service Recipient) may collect the Employer NICs from Participant by any of the means set forth contrary in the Plan or Section

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7 of the this Award Agreement.

If Participant does not enter into a Joint Election, if approval of the Joint Election has been withdrawn by HMRC or if such Joint Election is jointly revoked by Participant and Agreement, the Company

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reserves the right to revise this Award Agreement as it deems necessary or the Parent or Subsidiary employing or retaining Participant, as applicable, the Company, advisable, in its sole discretion and without the consent of Participant, to comply with Section

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409A or to otherwise avoid imposition of any liability to Participant, may choose not to issue additional tax or deliver any Shares to Participant at vesting and Participant will forfeit Participant's income recognition under Section 409A in connection with

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this Award of Restricted Stock Units.

Tax 26. **No Waiver**. Either party's failure to enforce any provision or provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that

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party from thereafter enforcing each and National Insurance Contributions Acknowledgment. every other provision of this Award Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other

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legal remedies available to it under the circumstances.

27. **Governing Law; Severability** The following provisions supplement Section 7. This Award Agreement and the Restricted Stock Units are governed by the internal substantive

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laws, but not the choice of law rules, of the Agreement:

Without limitation State of California. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to Section 7 be illegal, unenforceable or void, this Award Agreement shall

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continue in full force and effect.

28. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award, and on any cash payment or Shares acquired under

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the Plan, to the extent the Company determines it is necessary

or advisable in order to comply with Applicable Laws or facilitate the administration of the Plan. Participant agrees

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to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant acknowledges that the laws of the country in which Participant is working at the time of grant, vesting, settlement of the Award

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Agreement, or the sale of any Shares received pursuant to this Award (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may subject Participant agrees to additional procedural or regulatory require

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ments that Participant is liable and will be solely responsible for and must fulfill.

29. **Holding Period Condition**. Notwithstanding anything to the contrary in this Award Agreement, any Shares issued to Participant pursuant to this Award are subject to the

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terms and conditions of Section 6.5 of the Plan.

30. **Entire Agreement**. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the exhibits, appendices, and addenda attached to the Notice of Grant)

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constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all Withholding Obligations prior undertakings and hereby covenant agreements of the Company and Participant with respect to pay

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all such Withholding Obligations, as the subject matter hereof, and when requested may not be modified adversely to the Participant's interest except by means of a writing signed by the Company or the Service Recipient or by Her Majesty's Revenu

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e and Customs (“HMRC”) (or any other tax authority or any other relevant authority). Participant also agree to indemnify and keep indemnified the Company and the Service Recipient against any Withholding Obligations that they are required to pay or

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withhold or have paid or will pay on Participant's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section

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13(k) of the Exchange Act) the foregoing provision will not apply. In this case, the amount of any income tax not collected within 90 days of the end of the U.K. tax year in which the event giving rise to the Withholding Obligations occurs may constitut

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e an additional benefit to Participant on which additional income tax and National Insurance Contributions may be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC

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under the self-assessment regime and for paying the Company or the Employer (as appropriate) the amount of any National Insurance Contributions due on this additional benefit, which the Company or the Service Recipient may collect from Particip

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ant by any of the means referred to in the Plan or Section 7 of the Award Agreement.

UNITED STATES

There are no country specific provisions.

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Total Stockholder Return Participant.

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COUNTRY-SPECIFIC CONSENTS

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AND NOTIFICATIONS

FOR THE NETAPP, INC.

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

AUSTRALIA

OFFER DOCUMENT

Exhibit 10.23

NETAPP, INC.

2021 EQUITY INCENT

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IVE PLAN

OFFER TO AUSTRALIAN RESIDENT EMPLOYEES RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

NOTICE OF RESTRICTED STOCK UNIT GRANT

InvestmentCapitalized terms used but not otherwise

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defined in Common Stock involves a degree of risk. Employees who participate the Award Agreement (as defined below) shall have the meanings assigned to such terms in the NetApp, Inc. 2021 Equity Incentive Plan, as it may be amend

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ed or restated from time to time (the "Plan" "Plan") should monitor their participation. The Participant is being granted an award under this Notice of Restricted Stock Unit Grant (the "Notice of Grant"), the Terms and consider Cond

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itions of Restricted Stock Unit Grant, attached hereto as Exhibit A, the Additional Terms and Conditions of Restricted Stock Unit Grant that govern the Restricted Stock Units granted to Participant under the Plan if

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Participant resides in one of the countries listed therein, attached hereto as Exhibit B and all risk factors relevant to the acquisition other exhibits, appendices, and addenda attached hereto (the "Award Agreement").

Participant

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Name:

Address:

The Participant has been granted an Award of Restricted Stock Units, under subject to the Plan as set out in this Offer Document terms and the Additional Documents. Any information given by the Company or its subsidia

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ries in relation to Restricted Stock Units granted under the Plan, including the information contained in this Offer Document and the Additional Documents is not financial product advice. It is general information only and does not take into

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account Participant's personal objectives, financial situation and needs. Employees should consider seeking advice from an independent person licensed by the Australian Securities and Investments Commission ("ASIC") to give such advice regarding their

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participation in the Plan.

OFFER TO AUSTRALIAN RESIDENT EMPLOYEES

NETAPP, INC.

NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (TSR) 4877-5556-0734 v.1 - 5/2/2022 2:27:15 PM

Total Stockholder Return

2021 EQUITY INCENTIVE PLAN

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We are pleased to provide Participant with this Offer Document setting out information regarding participation in the NetApp, Inc. 2021 Equity Incentive Plan (the “Plan”) to eligible employees and salaried directors conditions of NetApp, Inc. (the “Compa

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ny") and its designated subsidiaries (including its Australian subsidiaries) who are residents of Australia ("Australian Employees").

The Company has adopted the Plan to provide eligible employees with the opportunity to acquire stock owners

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hip in the Company.

The Plan and this Offer Document are intended to comply with the provisions Award Agreement, as follows:

Grant Number: _____ _____ _____ _____ _____

Date of the Corporations Act 2001 (the

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"Corporations Act"), ASIC Regulatory Guide 49 and ASIC Class Order 14/1000.Grant: _____ _____ _____ _____ _____

Capitalized terms used but not defined in this Offer Document have the same meanings given to such terms in the Plan.

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1. OFFER OF RESTRICTED STOCK UNITS

This is an offer made by the Company under the Plan to eligible Australian Employees for no consideration.

Vesting Commencement Date: _____

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Each Target Number of Restricted Stock Unit represents the right to receive, on the date the Units: _____ _____ _____ _____ _____

Maximum Number of Restricted Stock Unit becomes vested, a fully-paid share of the Company's

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Common Stock (“Share”) or a cash amount equal Units: _____ _____ _____ _____ _____

Vesting Schedule:

Subject to the value of a Share if the Company elects to settle the Restricted Stock Unit in cash.

2. TERMS OF GRANT

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The terms of the grant are set forth in: (a) the Plan; and (b) the Restricted Stock Unit Agreement (Performance-Based); and are further described in (c) this Offer Document ((a), (b) & (c) together, the "Terms and Conditions").By

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electing to participate any acceleration provisions contained in the Plan, Participant will be bound this Award Agreement or any other written agreement authorized by the Terms and Conditions.

3. ADDITIONAL

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DOCUMENTS

In addition to this Offer Document, Administrator between Participant is being provided with the following documents (the "Additional Documents"):

(i)the Plan;

(ii)the U.S. Prospectus to the Plan,

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dated September 2021 (the "Prospectus"); and

(iii)the Restricted Stock Unit Agreement (Performance-Based).

Total Stockholder Return

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The Plan and the Restricted Stock Agreement set out, among other details, the key features of Participant's grant of RSUs and the consequences of a change in the nature Company (or any Parent or status of Participant's employment

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or Participant's RSUs. The rest Subsidiary of the Additional Documents provide further information to help Participant to make an informed investment decision in relation to Participant's grant of RSUs.

None of the Additio

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nal Docum ents constit utes a prospe ctus for the purpos es of the Corpor ations Act.

To the extent of any inconsi stency betwee n this Offer Docum ent and the Plan, the Prospe ctus or the Stock Purcha se Agree ment, C ompan y, as

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applicable) governing the terms of the Plan will prevail.

4. RELIANCE ON STATEMENTS

Participant should not rely upon any oral statements made to Participant in relation to this offer. Participant should only rely upon Award,

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the statements contained in this Offer Document and the Additional Documents when considering Participant's participation in the Plan.

5.HOW DOES THE PLAN WORK?

Eligible employees are offered participation in

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the Plan. If they elect to particip ate, they will be grante d Restric ted Stock Units.

Restric ted Stock Units will vest in accord ance with the vesting schedu le set out in the Restric ted Stock Unit Agree ment (Perfor

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mance-Based), subject to the participant's continuous service through to each relevant vesting date. Restricted Stock Units will be subject scheduled to forfeiture vest according to the following vesting schedule:

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General

The number of Restricted Stock Units that will become eligible for vesting as set forth below will depend upon the Company's Total Stockholder Return

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(as defined below) as compared to the Benchmark Peers Total Stockholder Return (as defined below) for the Performance Period (as defined below) and restrictions will be determined in accordance with this Award Agreement.

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The "**Performance Period**" will begin on transfer until they vest. Those forfeiture conditions the Date of Grant (the "**Commencement Date**") and restrictions are also set out end on the last day of the Company's [ ] Fiscal Year (the "**Annive**

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rsary Date"). Notwithstanding the foregoing, in the event of a Change in Control, or in the event Participant's status as a Service Provider is terminated due to Participant's death or Disability (a "**Qualifying Termination**"), the Performance Period

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will be deemed to end upon the first to occur of the consummation of the Change in Control (the "**Closing**") or the date of the Qualifying Termination for purposes of calculating the Company's Total Stockholder Return and the Benchmark Peers Total

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Stockholder Return. The first to occur of the Anniversary Date, the Closing, or a Qualifying Termination, is referred to herein as the "**Period End Date**."

If Participant's status as a Service Provider terminates prior to the Period End Date due to

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his or her Retirement, Participant's Restricted Stock Units will remain outstanding through the Period End Date and the number of Restricted Stock Units that become Eligible Restricted Stock Units (as defined below) will be measur

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ed as if Participant's status as a Service Provider had not terminated.

If Participant ceases to be a Service Provider prior to the Period End Date for any reason (other than as a result of a Qualifying Termination or due to Participant's Retirem

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ent), the Restricted Stock Unit Agreement (Performance-Based).

6.WHAT PRICE DO I PAY FOR THE SHARES?

None.

7.HOW WILL I RECEIVE SHARES?

The Shares Units will terminate and be issued in

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Participant's name on the relevant vesting date (or shortly thereafter) cancelled and Participant will be delivered have no further rights with respect to the brokerage account Participant is required to set up with the Company's

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design ated broker prior to the relevan t vesting date.

8. WHEN CAN I SELL / TRANS FER THE SHARE S?

such Restric ted Stock Units. Any Restric ted Stock Units are general ly non- transfe rable until they vest. th

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at do not become Eligible Restricted Stock Units as of the Period End Date will terminate and be cancelled and Participant will have no further rights with respect to such Restricted Stock Units.

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Lastly, vesting is

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subject to Participant continuously remaining a Service Provider through the applicable vesting date, subject to the vesting acceleration provisions set forth below.

NetApp - FY 23 For purposes of this Award Agreement, "**Retirement**" will mean

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the voluntary termination of employment by the Participant either (a) on or after reaching sixty-two (62) years of age or (b) on or after reaching fifty-five (55) years of age following a minimum of ten (10) years of continuous service to the Company or

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any of its Parent or Subsidiaries.

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The number of Restricted Stock Units that become eligible to vest (the

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“**Eligible Restricted Stock Units**”) will depend upon the Company’s Total Stockholder Return

Participant can sell, transfer and/or encumber as compared to the Shares Benchmark Peers Total Stockholder Return

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calculated as soon as they are deposited into Participant's brokerage account, subject to any applicable provisions of the Company's insider trading policy and insider trading / market abuse laws.

9.WHAT HAPPENS UPON

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CESSATION OF EMPLOYMENT?

On cessation Period End Date as described herein. The number of employment for any reason, any unvested Eligible Restricted Stock Units will be forfeited determined by Particip

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ant at no cost to the Company. For the avoidance of doubt, after cessation of Participant's employment, Participant will continue to hold any Shares previously received on vesting of Participant's Restricted Stock Units.

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10. WHAT IS A SHARE IN THE COMMON STOCK OF THE COMPANY?

Shares of common stock in a U.S. corporation are analogous to ordinary shares of an Australian corporation. Each holder of a share of common stock is

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entitled to one vote for every share held. Dividends may be paid on the Shares out of any funds Compensation Committee of the Company legally available for dividends at the Board (the "**Compensation Committee**") in its sole discretion

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within forty-five (45) days of the board of directors of the Company. The Shares are listed and may be traded on the Nasdaq Stock Market in the U.S. (NASDAQ:NTAP).

Shares are not liable to any further calls for payme

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nt of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

11. WHAT ADDITIONAL RISK FACTORS APPLY TO

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AUSTRALIAN RESIDENTS' PARTICIPATION IN THE PLAN?

Participant should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of Shares.

For example, the price at

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which Shares are quoted on the Nasdaq may increase or decrease due to a number of factors. There is no guarantee that the price of the Shares will increase. Factors which may affect the price of the Shares include fluctuations in the

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domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature

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of the markets in which the Company operates and general operational and business risks.

More information about potential factors that could affect the Company's business and financial results is included in the

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Company's most recent filings with the U.S. Securities and Exchange Commission ("SEC"), including the Company's Quarterly Reports on Form 10-Q and, following the close of the Company's fiscal year, the Compa

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ny's Annual Report on Form 10-K. Copies of these reports are available at https://www.sec.gov or on the Company's Investor Relations website at http://investors.netapp.com/investor-relations.

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Total Stockholder Return

In addition, the value of the Shares Participant acquires at vesting will be affecte

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d by the U.S./Australian dollar exchange rate. Participation in the Plan involves certain risks related to fluctuations in this rate of exchange.

12.CAN THE PLAN BE MODIFIED OR TERMINATED?

The board of

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directors of the Company may, from time to time, amend, alter, suspend or terminate the Plan at any time. In addition, some amendments to the Plan may require shareholder approval.

13. WHAT ARE THE AUSTRALIAN TAXATI

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ON CONSEQUENCES OF PARTICIPATION IN THE PLAN?

The following is a general summary of the Australian tax consequences of Participant's participation in the Plan as of December 2021. Participant should not rely on the

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summary as anything other than a broad guide and Participant should obtain independent taxation advice specific to Participant's particular circumstances to understand how Participant's participation in the Plan may impact

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Participant. The summary below assumes that Participant is resident in Australia for the entire vesting period. If Participant was working/residing in another country during the vesting period, Participant may be subject

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to tax in such country. The summary also assumes that when Participant sells Shares acquired under the Plan, the sale will occur in an arms' length transaction (this generally will be the case if Participant sell Participant's Shares

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on the Nasdaq).

Enrollment in the Plan: No tax.

Acquisition of Shares under the Plan: Restricted Stock Units are taxed at vesting (or an earlier applicable taxing point, as described below) based on the

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market value of the Shares received (assuming the Shares are not otherwise subject to any additional restrictions) or the amount of cash paid.

Under the Plan, Restricted Stock Units should qualify for a deferral of the taxing point

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under Australian income tax laws. Australian tax in respect of these Restricted Stock Units will be deferred until the earlier of any of the following taxing points:

(a)the vesting of the Restricted Stock Units;

(b) cessation of

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Participant's employment; or

(c)15 years from the granting of the Restricted Stock Units.

In the event that Participant receives Shares subject to restrictions (that is, the Shares received cannot be sold by Participant

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unless certain conditions are satisfied), then the taxing point should arise once the restrictions are removed (and the tax will be based on the then market value of the Shares).

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NetApp - FY 23 Performance Based RSU Agreement (2021

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Total Stockholder Return

If Participant is paid a cash amount equal to the market value of the Shares as at the vesting date, this amount is reported as

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salary and wages income in Participant's income tax return for the year in which the Restricted Stock Units vested. In this case, Participant's employer will be required to withhold amounts from these payments and Participant will receive

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the "net" or "after tax" amount.

Tax Payment/ Reporting: Generally, Participant's employer only will be required to withhold for taxes due by Participant if Restricted Stock Units are settled in cash. Period

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End Date.

The Company will report the taxable amount at vesting to the Australian Tax Office (“ATO”) by 14 August after the end of the financial year in which the vesting occurs. The Company will provide Participant with an "ESS Stateme

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nt" by 14 July after the end of that financial year. Participant will be required to pay the taxes due to the ATO themself.

Sale of Shares ": If Participant sells Shares within thirty (30) days of vesting, Participant will be

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taxed as described above.

Otherwise, Participant will be subject to capital gains tax when Participant sells Participant's Shares to the extent that the sale proceeds exceed Participant's cost basis in the Shares. Particip

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ant's cost basis in the Shares generally will be equal to the market value of the Shares at vesting plus any incidental costs of disposal. If Participant holds the Shares for at least twelve (12) months after acquisition (exclud

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ing the dates Participant acquired and sold the Shares), Participant may discount the amount to be included in Participant's assessable income by fifty-percent (50%). If the sale proceeds are lower than Participant's cost basis in the

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Shares sold, Participant will realize a capital loss which may be used to offset capital gains realized in the current tax year or in any subsequent tax year, but may not be used to offset other types of income (e.g., salary or wage income

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). Participant is responsible for reporting and paying any tax due in relation to the sale of Shares.

14. WHAT ARE THE U.S. TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?

Employees will not be subject to U.S. tax by

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reason only of their participation in the Plan. However, liability for U.S. taxes may occur if an employee is otherwise subject to U.S. taxes. In addition, any dividends paid to employees will be subject to U.S. tax.

The above

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is an indication only of the likely U.S. taxation consequences for Australian Employees who participate in the Plan. Employees should seek their own advice as to the U.S. taxation consequences of participation.

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We urge Participant to carefully review the information contained in this Offer Document and the Additional Documents.

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NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (TSR) 4877-5556-0734 v.1 -

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Company's Total Stockholder Return

Yours sincerely

NetApp, Inc.

* * *

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Total Stockholder Return

DENMARK SÆRLIG MEDDELELSE TIL MEDARBEJDERE I DANMARK

ARBEJDSGIVERERKLÆRING

2021 LANGSIGTET INCITAMENTSORDNING

I henhold til § 3,

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stk. 1, i lov om brug af køberet eller tegnings ret mv. i ansættel sesforhol d som ændret pr. 1. januar 2019 ("Aktieop tionslove n") er du berettige t til i en særskilt skriftlig erklærin g at modtage følgende oplysnin ger vedrøren de tildelinge n af betinged e aktier ("RSU'er ") i henhold til

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NetApp, Inc.'s ("Selskabet") 2021 Langsigtet Incitamentsordning ("Ordningen").

Denne erklæring indeholder oplysninger om din deltagelse i Ordningen som påkrævet i henhold til Aktieoptionsloven. De nærmere vilkår for Ordningen er

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beskrevet i Ordningen samt i øvrige dokumenter, herunder i RSU-aftalen og de dertil hørende landetillæg ("Aftalen"), som er udleveret til dig. Begreber, der står med stort begyndelsesbogstav i denne arbejdsgivererklæring, men som ikke er defineret heri,

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har den i Ordningen definerede betydning.

1. Tildelingsdato

Tildelingsdatoen er den dato, der fremgår af RSU-aftalen.

2. Kriterier eller betingelser for tildeling af RSU'er

Tildelingen af RSU'er i henhold til Ordnin

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gen sker efter Primær udvalgets eget skøn. Primær udvalget kan til enhver tid ændre, modificere, suspendere eller indstille Ordningen helt eller delvist med de begrænsninger, der fremgår af Ordningen. I henhold til Ordningens bestem

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melser har du ikke nogen ret til eller noget krav på fremover at få tildelt RSU'er.

3. Modningsdato

RSU'erne modnes over tid, forudsat at du fortsat er ansat. De nærmere modningsbetingelser, som gælder for tildeling

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en, fremgår af din Aftale. RSU'erne konverteres til Ordinære Aktier ved modning.

4. Udnyttelseskurs

Du skal ikke betale noget vederlag for RSU'erne, ligesom du ikke skal betale noget for at modtage de Ordinæ

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re Aktier ved modnin g.

5.Din retsstillin g i forbindel se med fratræde n

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Total Stockho

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lder Return Eventuelle umodnede RSU'er og retten til at købe Ordinære Aktier i henhold til Aftalen bortfalder øjeblikkeligt på det tidspunkt, hvor du fratræder uanset årsag.

6. Økonomiske aspekter ved at deltage i

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Ordningen

Tildelingen af RSU'er har ingen umiddelbare økonomiske konsekvenser for dig. Værdien af RSU'erne indgår ikke i beregningen af feriepenge, pensionsbidrag eller andre lovpligtige, vederlagsafhængige ydelser.

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Aktier er finansielle instrumenter, og investering i Ordinære Aktier vil altid være forbundet med en økonomisk risiko. Mulighed for en gevinst på det tidspunkt, hvor du sælger de Ordinære Aktier afhænger ikke alene af

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Selskabets økonomiske udvikling, men også af den generelle udvikling på aktiemarkedet mv. Den fremtidige værdi af de Ordinære Aktier kendes ikke og kan ikke forudsiges med sikkerhed.

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Total Stockholder Return

NICs JOINT ELECTION FOR UK PARTICIPANTS FOR THE NETAPP, INC. 2021 EQUITY

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INCENTIVE PLAN (the "Election")

Important Note on the Election to Transfer Employer's NICs

As a condition of Participant's participation in the NetApp, Inc. 2021 Equity Incentive Plan, Participant is required to enter into the Election

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to transfer to Participant any liability for employer National Insurance contributions (“Employer NICs”) that may arise in connection with Participant's participation in the Plan. By accepting Participant's Restricted Stock Unit

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award (the “Award”) (whether by signing the applicable award or by clicking on the “ACCEPT” box as part of the Company’s online acceptance procedures) or by separately accepting the Election (whether in hard copy or by clicking on the “ACCE

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PT” box), Participant indicates Participant's acceptance to transfer Employer’s NICs and to be bound by the terms of the Election. Participant should read this important note and the Election in their entirety before accepting the applicable

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award agreement and the Election. Please print and keep a copy of the Election for your records. By entering into the Election:

- Participant agrees that any Employer's NICs liability that may arise in connection with Participant's participation in the

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Plan will be transferred to Participant;

- Participant authorises Participant's employer to recover an amount sufficient to cover this liability by such methods including, but not limited to, deductions from Participant's salary or other

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payments due or the sale of sufficient shares acquired pursuant to Participant's Awards; and

• Participant acknowledges that the Company or Participant's employer may require Participant to sign a paper copy of this Election (or a substantially

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similar form) if the Company determines such is necessary to give effect to the Election even if Participant has accepted the applicable award agreement or the Election through the Company's electronic acceptance procedure.

Joint Election

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for Transfer of Liability for

Employer National Insurance Contributions to Employee Election To Transfer the Employer's National Insurance Liability to the Employee

This Election is between:

A. The individual who has obtained

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authorised access to this Election (the "**Employee**"), who is employed by one of the employing companies listed in the attached schedule (the "**Employer**") and who is eligible to receive stock options and/or restricted stock units (the "**Awards**") pursuant to the NetApp, Inc. 2021 Equity Incentive

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Plan (the "**Plan**"), and -10- NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (TSR) 4877-5556-0734 v.1 - 5/2/2022 2:27:15 PM

Total Stockholder Return

B. NetApp, Inc., a Delaware corporation, with registered offices at 251

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Little Falls Drive, Wilmington, DE, 19808, U.S.A. (the "**Company**"), which may grant Awards under the Plan and is entering into this Election on behalf of the Employer.

1. **Introduction**

1.1This Election relates to all Awards granted to the Employee under the Plan up to the

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termination date of the Plan.

1.2In this Election the following words and phrases have the following meanings:

(a) "**Chargeable Event**" means any event giving rise to Relevant Employment Income.

(b) "**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003.

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(c) “**Relevant Employment Income**” from Awards on which Employer's National Insurance Contributions becomes due is defined as: (i)an amount that counts as employment income of the earner under section 426 ITEPA (restricted securities:

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charge on certain post-acquisition events); (ii)an amount that counts as employment income of the earner under section 438 of ITEPA (convertible securities: charge on certain post-acquisition events); annualized percentage increase or

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(iii)any gain that is treated as remuneration derived from the earner's employment by virtue of section 4(4)(a) SSCBA, including without limitation:

(A)the acquisition of securities pursuant to the Awards (within the meaning of section 477(3)(a) of ITEPA);

(B)the assignm

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ent (if applicable) or release of the Awards decrease in return for consideration (within the meaning of section 477(3)(b) of ITEPA); (C)the receipt of a benefit in connection with the Awards, other than a benefit within (i) or (ii) above (within the meanin

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g of section 477(3) (c) of ITEPA).

(d) "SSCBA" means the Social Security Contributions and Benefits Act 1992.

1.3This Election relates to the Employer's secondary Class 1 National Insurance Contributions (the "Employer's Liability") which may arise in respect of Relevant Employment

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Income in respect of the Awards pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the SSCBA.

1.4This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA, or the Social

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Security Contributions and Benefits (Northern Ireland) Act 1992.

1.5This Election does not apply to the extent that it relates to relevant employment income which is employment income of the earner by virtue of Chapter 3A of Part VII of ITEPA (employment income: securities with artificially depressed market value).

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2.**The Election**

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Total Stockholder Return

The Employee and the Company jointly elect that the

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entire liability of the Employer to pay the Employer's Liability that arises on any Relevant Employment Income is hereby transferred to the Employee. The Employee understands that, by signing this Election (including by electronic

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signatu re proces s) or by accepti ng the Awards (includi ng by electro nic signatu re proces s if made availabl e by the Compa ny), as applica ble, he or she will becom e person ally liable for the Employ er's Liability covere d by this

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Election. This Election is made in accordance with paragraph 3B(1) of Schedule 1 of the SSCBA.

3. **Payment of the Employer's Liability**

3.1The Employee hereby authorises the Company and/or the Employer to collect the Employer's Liability in respect

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of any Relevant Employment Income from the Employee at any time after the Chargeable Event:

(a)by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Chargeable Event; and/or

(b) directly from the Employee by payment in cash or

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cleared funds; and/or (c)by arrangin g, on behalf of the Employe e, for the sale of some of the securitie s which the Employe e is entitled to receive in respect of the Awards, the proceeds from which must be delivered to the Employe r in sufficient time for payment to be

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made to Her Majesty's Revenue & Customs ("HMRC") by the due date; and/or (d)where the proceeds of the gain are to be paid through a third party, the Employe e will authorize that party to withhold an amount from the payment or to sell some of the securitie s which the Employe e is

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entitled to receive in respect of the Awards, such amount to be paid in sufficient time to enable the Company and/or the Employer to make payment to HMRC by the due date; and/or

(e)by any other means specified in the applicable Restricted Stock Unit agreement entered

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into between the Employee and the Company.

3.2The Company hereby reserves for itself and the Employer the right to withhold the transfer of any securities to the Employee in respect of the Awards until full payment of the Employer's Liability is received.

3.3The Company agrees to procure the

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remittance by the Employer of the Employer's Liability to HMRC on behalf of the Employee within 14 days after the end of the UK tax month during which the Chargeable Event occurs (or within 17 days after the end of the UK tax month during which the Chargeable Event occurs if payments are made electronically).

4. **Duration of Election**

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4.1 The Employee and the Company agree to be bound by the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Employer on the date on which the Employer's

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Liability becomes due.

4.2 Any reference to the Company and/or the Employer shall include that entity's successors in title and assigns as permitted in accordance with the terms of the Plan and relevant award agreement. This Electio

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n will continue in effect in respect of any awards which replace the Awards in circumstances where section 483 of ITEPA applies.

4.3 This Election will continue in effect until the earliest of the following: (a)the date on which the Employee and the Company agree in writing

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that it should cease to have effect;

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Total Stockholder Return

(b)the date on which the Company serves written

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notice on the Employee terminating its effect;

(c)the date on which HMRC withdraws approval of this Election; or

(d)the date on which, after due payment of the Employer's Liability in respect of the entirety of the Awards to which this Election relates or could relate,

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the Election ceases to have effect in accordance with its own terms.

4.4 This Election will continue in force regardless of whether the Employee ceases to be an employee of the Employer.

Acceptance by the Employee

The Employee

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acknowledges that, by signing this Election (including by electronic signature process) or by accepting the Awards (including by electronic signature process if made available by the Company), the Employee agrees to be bound by the terms of this

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Election.

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Signature (Employee)

Date

Acceptance by the Company

The Company acknowledges that, by signing this Election (including by electronic signature process) or arrangin

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g for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.

Signature for and on

behalf of the Company

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Schedule of Employer Companies

The employing companies to which this Election relates include:

N
N ametApp UK Ltd

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Registered Office:	Oxford Road Building 1 Rivermead Uxbridge Middlesex UB9 4BF United Kingdom
Company Registration Number:	2998329
Corporation Reference:	GB664703
PAYE Reference:	073/N4155

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Total Stockholder Return

EXHIBIT 1

"Total Shareholder Return" or "TSR" shall be equal to:

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(A) = the average adjusted closing price per Share of the Company's Common Stock during the twenty (20) thirty (30) Trading Day period ending on the Period End Date.

Date as compared to (B) = the

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average adjusted closing price per Share of the Company's Common Stock during the twenty (20) thirty (30) Trading Day period ending beginning on the Commencement Date.

For purposes of (A) and (B), and for avoidance of doubt,

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the adjusted closing price per Share includes adjustments for any cash dividends paid, stock splits, or similar corporate transactions as determined by the Administrator.

The denominatorNotwithstanding the foregoing, in the exponent will be 3.

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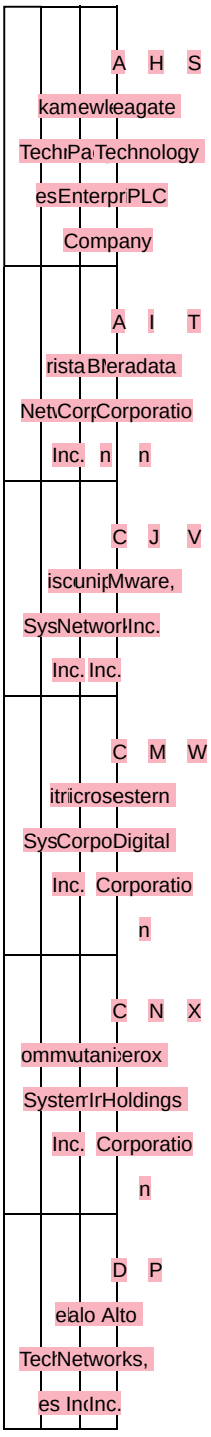
event of a Change in Control, the "**Company's Total Stockholder Return**

EXHIBIT 2

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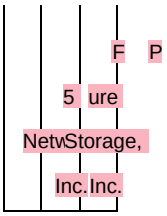
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Benchmark Peers



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The followi ng will govern change s” means the annualiz ed percent age increas e or decreas e in (A) the per Share value of the Compa ny’s Commo n Stock payable to its stockhol ders in connecti on with the Change in

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Control as compared to (B) the average adjusted closing price per Share of the Company's Common Stock during the Performance thirty (30) Trading Day period beginning on the Commencement Date. For avoidance of doubt, the adjusted

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closing price per Share includes adjustments for any cash dividends paid, stock splits, or similar corporate transactions as determined by the Administrator. The "**Benchmark Peer Total Stockholder Return**" means the annualized percentage increas

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e or decrease of (A) the average adjusted closing price per share of each company listed on Exhibit 2 (the "**Benchmark Peers**") as of the Commencement Date excluding the Company during the thirty (30) Trading Day period ending

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on the Period End Date as compared to (B) the average adjusted closing price per share of each company listed in the Benchmark Peers during the thirty (30) Trading Day period beginning on the Commencement Date. For avoidance of

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doubt, the adjusted closing price per share includes adjustments for any cash dividends paid, stock splits, or similar corporate transactions as determined by the Administrator.

Please see Exhibit 1 for additional details on how to

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calculate Total Stockholder Return.

Please see Exhibit 2 for (i) a complete listing of the Benchmark Peers as of the Commencement Date, and (ii) information relating to changes to companies listed in the Benchmark Peers: Peers

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during the Performance Period.

1.If a company in As of the Period End Date, the Company' Total Stockholder Return and each Benchmark Peers is acquired or merges with another company, and the acquiring or merged compan

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y (the “succes sor compan y”) is not contain ed in the Bench mark Peers, then the perform ance (relative TSR) for the acquire d compan y Peer Total Stockh older Return will be calculat ed through the transact ion date and that value would

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then be used for purposes of calculating that company's performance at the end of the performance period; however, if the successor company is contained in the Benchmark Peers, the old company will be removed entirely from the Bench

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mark Peers.

2. If a company stops trading publicly and is delisted or goes bankrupt, the company will remain in the TSR Ranking Group and when collectively listed in the order of largest to smallest will be listed in the last position as smallest (and if more than

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one company stops trading publicly and is delisted or goes bankrupt, such companies will be listed in the (the "**TSR Ranking Group**"). The number of Restricted Stock Units that become Eligible Restricted Stock Units will be determined as set

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forth below.

Eligible Restricted Stock Unit Calculations:

[INSERT TABLE]

In no event may more than 100% of the Maximum Number of Restricted Stock Units be Eligible Restricted Stock Units.

Vesting

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Eligible Restricted Stock Units will be scheduled to vest in accordance with the following schedule, subject to Participant's continuous status as a Service Provider through the applicable vesting date: 100% of the Eligible Restrict

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ed Stock Units will vest on the Anniversary Date (subject to the following three paragraphs). In the event Participant's continuous status as a Service Provider terminates for any or no reason before the Anniversary Date, the Eligible

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Restricted Stock Units and Participant's right to acquire Shares thereunder will immediately

terminate and such Eligible Restricted Stock Units will immediately be forfeited and cancell

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ed (subject to the following three paragraphs).

Qualifying Termination

In the event of a Qualifying Termination that occurs prior to the Anniversary Date, the number of Eligible Restricted Stock Units that will vest on the new Period End

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Date will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that have elapsed between the Commencement Date

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and the Period End Date and (ii) a denominator equal to thirty-four (34) months, with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and

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cancelled.

Leave of Absence

Notwithstanding the provisions of Section 12 of the Award Agreement, if, during the Performance Period, Participant is on an authorized leave of absence from the Company, or the Parent or Subsidi

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ary employing Participant, and such leave extends for six (6) or more months, then the number of Eligible Restricted Stock Units that will vest on the Period End Date will be pro-rated by multiplying the calculated number of

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Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that the Participant has been actively providing service during the Performance Period (that is, the number of completed

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Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

Retirement

If Participant's status as smallest).

3. If a company Service Provider terminates due to his or her

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Retirement, the number of Eligible Restricted Stock Units that will vest on the Anniversary Date (or if earlier, upon a Closing) will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numera

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tor equal to (i) the number of completed calendar months that have elapsed between the Commencement Date and the date Participant's status as a Service Provider is terminated due to his or her Retirement and (ii) a denominator equal to thirty-

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four (34) months, with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

Change in Control / Involuntary Termination

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In the event of a Change in Control that occurs prior to the Anniversary Date, the Eligible Restricted Stock Units will be scheduled to vest as to 100% of the Eligible Restricted Stock Units on the Anniversary Date, subject to Particip

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ant continuously remaining a Service Provider through such date and the Company's Total Stockholder Return as compared to the Benchmark Peers spins off a subsidiary, Total Stockholder Return calculated as of the entity (remain

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ing parent or spinnee) whose busines s line(s) are, Per iod End Date.

Notwith standin g the foregoi ng, in the Adminis trator's determi nation, most relevant event of an Involunt ary Termina tion on or followin g a Change in Control, 100% of the

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Eligible Restricted Stock Units will vest on the date of the

Involuntary Termination and the Company's Total Stockholder Return as compared to the Company shall remain in the

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Benchmark Peers with the TSR adjusted for the spin-off and any related distribution(s), and the other entity will not be included in the Benchmark Peers.

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Total Stockholder Return

-17-

NetApp - FY 23 Performance Based RSU Agreement (2021 EIP) (TSR) 4877-5556-0734 v.1 - 5/2/2022 2:27:15 PM

Exhibit 10.32

EXECUTION COPY

AMENDMENT NO. 2

Dated will be calculated as of May 3, 2023

to

AMENDED AND

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RESTATED CREDIT AGREEMENT

Dated as of January 22, 2021 the Period End Date.

THIS AMENDMENT NO. 2 (this For purposes of this Award Agreement, an "**Amendment In voluntary Termination**") means that Participant is made terminated as a

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result of May 3, 2023 either (i) a termination of Participant's employment by and among NetApp, Inc., a Delaware corporation the Company without Cause (as defined in Participant's Change of Control Severance Agreement with the Company (the

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"**Borrower**"), the Lenders party hereto and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), under that certain Amended and Restated Credit Agreement, dated as of January 22, 2021, by and among the Borrower, the Lenders and the

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Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Severance Agreement")) or (ii) Participant resigns from such employment for Good Reason (as defined in the Severan

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ce Agreement). Capitalized terms used herein

For purposes of clarification, the acceleration set forth in this Award Agreement is meant to be in lieu of, and not in addition to, any acceleration provisions set forth in the Severance Agreement.

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Unless otherwise defined herein shall or in Appendix A or Appendix B, capitalized terms herein or in Appendix A or Appendix B will have the respective defined meanings given as cribed to them in the Credit Agreement. Plan.

WHEREAS, Participant

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acknowledges and agrees that by either (a) clicking the Borrower has requested that "ACCEPT" button corresponding to this grant through the requisite Lenders and grant acceptance page on E*TRADE at any time before the Adminis

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trative Agent agree to make certain amend ments Vesting Commencement Date or (b) doing nothing (in which case the grant will be automatically accepted on your behalf forty five (45) days following the Date of Grant), it will act as Participant's

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electron ic signatur e to the Credit Agreem ent; WHER EAS, the Borrowe r, the Lenders party hereto A ward Agreem ent and the Adminis trative Agent have agreed to amend the Credit Agreem ent on Parti cipant acknowl edges and agrees that this

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Award of Restricted Stock Units is granted under and governed by the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, Plan and this Award Agreement, including the terms Te

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rms and conditions contained herein, Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit A**, the Additional Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other good exhibits,

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appendices and valuable consideration, the receipt and sufficiency addenda attached hereto, all of which are hereby acknowledged, the Borrower, the Lenders party hereto and the Administrative Agent hereby agree to enter into this Amendment.

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1. Amendments to the Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below (such date, the "Amendment Effective Date") the parties hereto agree that the Credit Agreement (including the Exhibits thereto) shall be

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amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of

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the Credit Agreement (including the Exhibits thereto) attached as Annex A hereto (the Credit Agreement as so amended, the "Amended Credit Agreement").

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions

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precedent that:

(a) the Administrative Agent shall have received counterparts of this Amendment duly executed by the Borrower, each Lender and the Administrative Agent; and

(b) the Administrative Agent shall have received all fees and other amounts due and

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payable on or prior to the date hereof, including, to the extent invoiced at least one (1) Business Day prior to the Amendment Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement in

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connection with this Amendment.

3. Representations and Warranties of the Borrower. The Borrower hereby represents and warrants as follows:

(a)This Amendment and the Amended Credit Agreement constitute legal, valid and binding obligations of the Borrower, enforcea

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ble in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in

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equity or at law.

(b)As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing and (ii) the representations and warranties of the Borrower set forth in the Amended Credit Agreement (other than the representations and warranti

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es contained in Section 3.04(b) and Section 3.06(a) of the Credit Agreement) are true and correct in all material respects (except that any representation and warranty that is qualified by materiality or Material Adverse Effect are true and correct in all respects), except to the

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extent such representation and warranty specifically refers to an earlier date, in which case it is true and correct in all material respects (except that any representation and warranty that is qualified by materiality or Material Adverse Effect is true and correct in all respects) as of such

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earlier date.

4. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Amended Credit Agreement.

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(b)Each Loan Document and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby reaffirmed, ratified and confirmed.

(c)The execution, delivery and effective

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ness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Amended Credit Agreement, the Loan Documents or any other documents, instruments and

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agreements executed and/or delivered in connection therewith.

(d) This Amendment is a Loan Document under (and as defined in) the Amended Credit Agreement.

5. Governing Law. This Amendment shall be construed in accordance with

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and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute made a part of this Amendment for document. Participant acknowledges and agrees

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that Participant may also decline this Award of Restricted Stock Units by clicking the "DECLINE" button corresponding to this grant through the grant acceptance page on E*TRADE at any other purpose.

7. Counterparts. This Amendment may be executed by one or more tim

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e before the Vesting Commencement Date in which case Participant will forfeit this Award of the parties hereto on any number of separate counterparts, Restricted Stock Units and all of said counterparts taken together shall be deemed Participant's rights and benefits

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thereunder will terminate. Participant acknowledges receipt of a copy of the Plan. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to constitute one obtain the advice of counsel prior to executing this Award Agreement and

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fully understands all provisions of the same instrument. The words "execution," "signed," "signature," "delivery," Plan and words this Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of like import in or the

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Administrator upon any questions relating to the Plan or this Amendment shall be deemed Award Agreement.

Participant should retain a copy of Participant's electronically signed Award Agreement; Participant may obtain a paper copy at any time and at

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the Company's expense by requesting one from Stock Administration at stockadmin@netapp.com. If Participant would prefer not to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of

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which shall be electronically sign this Award Agreement, Participant may accept this Award Agreement by signing a paper copy of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or Awar

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d Agreement and delivering it to Stock Administration at 3060 Olsen Drive, San Jose, CA 95128. A copy of the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or

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process attached Plan is available upon request made to or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. Stock Administration.

[Signature Pages Follow]

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3

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the day and year first above written.

EXHIBIT A

NETAPP, INC.,

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REFINITIV

as the Borrower

2021 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)

By: /s/ Michael J. Berry

Name: Michael J. Berry

Title: Executive Vice President and Chief

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Financial Officer Signature Page to Amendment No. 2 to Amended and Restated Credit Agreement NetApp, Inc.

JPMORGAN CHASE BANK, N.A., individually as a Lender and as Administr

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ative Agent

By: /s/ Zachary Quan

Name: Zachary Quan

Title: Vice President

Signature Page to Amendment No. 2 to Amended and Restated Credit Agreement

NetApp, Inc.

BANK TERMS

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AND CONDITIONS OF AMERICA, N.A., RESTRICTED STOCK UNIT GRANT as a Lender

By: 1.

/s/ Lindsay Sames

Name: Lindsay Sames

Title: Vice

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President Signature Page to Amendment No. 2 to Amended and Restated Credit Agreement NetApp, Inc.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Sid Khanolkar

Name:

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Sid Khanolkar
Title: Managing Director
Signature Page to Amendment No. 2 to Amended and Restated Credit Agreement
NetApp, Inc.

CITIBANK, N.A., as a Lender
By: /s/ Carmen Kelleher
Name: Carm

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en Kelle her Title: Vice Presi dent Signature Page to Amendm ent No. 2 to Amended and Restated Credit Agreeme nt NetApp, Inc.

MUF G BAN K, LTD., as a Lend er By: /s/ Lillia n Kim Nam e: Lillia n Kim

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Title: Director Signature Page to Amendment No. 2 to Amended and Restated Credit Agreement NetApp, Inc.

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Neal Osborn

Name: Neal Osborn

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Title: Authorized Signatory

Signature Page to Amendment No. 2 to Amended and Restated Credit Agreement

NetApp, Inc.

BNP PARIBAS, as a Lender

By: /s/ George Ko

Name: George Ko

Title: Director,

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TMT – Technology Coverage

By: /s/ My-Linh Yoshikike

Name: My-Linh Yoshikike

Title: Vice President, TMT – Technology Coverage

Signature Page to Amendment No. 2 to Amended and

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Restated Credit Agreement NetApp, Inc.

ANNEX A

Attached

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AMEND
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RESTATED CREDIT AGREEMENT

dated as of

January 22, 2021

among

NETAPP, INC.,
as the Borrower

The Lenders Party Hereto

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

BANK OF AMERIC

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A, N.A. and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Co-Syndication Agents CITIBANK, N.A. and MUFG BANK, LTD., as Co-Documentation Agents

JPMORGAN CHASE BANK, N.A., BofA SECURITIES, INC. and WELLS FARGO SECURITIES, LLC, as Joint

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Bookrunners and Joint Lead Arrangers

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Acknowledgement and Consent to Bail-In of Affected Financial Institutions Restricted Stock Units. The Company hereby grants to the individual (“**106109**

SECTION 9.18. Acknowledgement Regarding Any Suppor

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Partnerships)
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Exhibit I-2 – Form of Interest Election Request

AMENDED AND RESTATED CREDIT AGREEMENT (this "Agreement Parti

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cipant") dated as named in the Notice of January 22, 2021 among NETAPP, INC., the LENDERS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

WHEREAS, the Borrower, the lenders party thereto and

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JPMorgan Chase Bank, N.A., as administrative agent thereunder, are currently party to the Credit Restricted Stock Unit Grant of this Award Agreement dated as (the "**Notice of December 12, 2016 (as amended, supplemented or otherwise modified prior to the**

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date hereof, the "Existing Credit Agreement Grant**"**);

WHEREAS, the Borrower, the Lenders, the Departing Lenders (as hereafter defined), and the Administrative Agent have agreed (a) to enter into this Agreement in order to (i) amend and restate the

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Existing Credit Agreement in its entirety; (ii) modify and re-evidence the "Obligations" under, and as defined in, the Existing Credit Agreement, which shall be repayable in accordance with the terms of this Agreement; and (iii) set forth the terms and conditions under which the

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Lenders will, from time to time, make loans and extend other financial accommodations to or for the benefit of the Borrower and (b) that each Departing Lender shall cease to be a party to the Existing Credit Agreement as evidenced by its execution and delivery of its Departin

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g Lender Signatur e Page;

WHER EAS, it is the intent of the parties hereto that this Agreeme nt not constitut e a novation of the obligatio ns and liabilities of the parties under the Existing Credit Agreeme nt or be deemed to evidence or constitut e full repayme nt Plan an Award of

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such obligations Restricted Stock Units, and liabilities, but that this Agreement amend and restate in its entirety the Existing Credit Agreement and modify and re-evidence the obligations and liabilities of the Borrower outstanding thereunder, which shall be payable in

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accordance with the terms hereof; and

WHEREAS, it is also the intent of the Borrower to confirm that all obligations under the "Loan Documents" (as referred to and defined in the Existing Credit Agreement) shall continue in full force and effect as modified and/or restated by the

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Loan Documents (as referred to and defined herein) and that, from and after the Effective Date, all references to the "Credit Agreement" contained in any such existing "Loan Documents" shall be deemed to refer to this Agreement.

NOW, THEREFORE, in consideration of the premises and the

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mutual covenants contained herein, the parties hereto hereby agree that the Existing Credit Agreement is hereby amended and restated as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meaning

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s specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to such Loan, or the Loans comprising such Borrowing, bearing interest at a rate determined by reference to the Alternate Base Rate. **All ABR Loans shall be denominated in Dollars.**

"Additional

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Commitment Lender" has the meaning set forth in Section 2.24(d).

"Adjusted AUD Rate" means, with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in Australian Dollars for any Interest Period, an interest rate per annum equal to

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(a) the AUD Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate**;**

provided that if the Adjusted AUD Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

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~~"Adjusted CDOR Rate" means, with respect to any Eurocurrency Borrowing denominated in Canadian Dollars for any Interest Period, an interest rate per annum equal to (a) the CDOR Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.~~

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“Adjusted Daily Simple RFR” means, (i) with respect to any RFR Borrowing denominated in Pounds Sterling, an interest rate per annum equal to the Daily Simple RFR for Pounds Sterling, (ii) with respect to any RFR Borrowing denominated in Swiss Francs, an

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interest rate per annum equal to the Daily Simple RFR for Swiss Francs, (iii) with respect to any RFR Borrowing denominated in Singapore Dollars, an interest rate per annum equal to the Daily Simple RFR for Singapore Dollars and (iv) with respect to any RFR

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Borrowing denominated in Dollars, an interest rate per annum equal to (a) the Daily Simple RFR for Dollars, plus (b) 0.10%; provided that if the Adjusted Daily Simple RFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the

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Floor for the purposes of this Agreement.

"Adjusted EURIBO Rate" means, with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in euro for any Interest Period, an interest rate per annum equal to (a) the EURIBO Rate for such Interest Period

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multiplied by (b) the Statutory Reserve Rate; **provided that if the Adjusted EURIBO Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement**.

"Adjusted ~~LIBO~~**Term SOFR** Rate"

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means, with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in ~~any Agreed Currency (other than euro, Australian~~ Dollars~~, Canadian Dollars or Singapore Dollars)~~ for any Interest Period, an interest rate per annum ~~(rounded~~

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~~upwards, if necessary, to the next 1/100 of 1%)~~ equal to (a) the ~~LIBO~~**Term SOFR** Rate for such Interest Period~~multiplied by (b) the Statutory Reserve Rate~~**, plus (b) 0.10%;provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor,**

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such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted ~~SIBOR~~TIBO Rate" means, with respect to any ~~Eurocurrency~~Term Benchmark Borrowing denominated in ~~Singapore Dollars~~Japanese Yen for any Interest

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Period, an interest rate per annum equal to (a) the ~~SIBOR~~**TIBO** Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate**;**

provided that if the Adjusted TIBO Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the

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Floor for the purposes of this Agreement.

"Administrative Agent" means JPMorgan Chase Bank, N.A. (including its branches and affiliates), in its capacity as administrative agent for the Lenders hereunder.

"Administrative Questionnaire" means an Administrative

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Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly

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through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent-Related Person" has the meaning assigned to such term in Section 9.03(c).

"Aggregate Commitment" means the aggregate of the Commitments of

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all of the Lenders, as reduced or increased from time to time pursuant subject to the terms and conditions hereof. As of this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 21 of the Effective Date, the Aggregate Commitment is

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$1,000,000,000.

"Agreed Currencies" means (i) Dollars, (ii) euro, (iii) Canadian Dollars, (iv) Australian Dollars, (v) Singapore Dollars ~~and~~, (vi) **Japanese Yen, (vii) Pounds Sterling, (viii) Swiss Francs and (ix)** any other currency (~~x~~**A**) that is a lawful currency

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(other than Dollars) that is readily available, not restricted and freely transferable and convertible into Dollars and (~~y~~B) that is agreed to by the Administrative Agent and each of the Lenders. ~~For the avoidance of doubt, it is understood and agreed that on and after the Amend~~

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ment No. 1 Effective Date, the only Agreed Currencies under this Agreement shall be Dollars, euro, Canadian Dollars, Australian Dollars and Singapore Dollars (notwithstanding any references in this Agreement to any other currency) and no

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~~additional currency shall be included as an Agreed Currency until such currency is requested by the Borrower and approved by the Administrative Agent and each of the Lenders pursuant to an amendment to this Agreement mutually satisfactory to~~

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~~the Borrower, the Administrative Agent and each of the Lenders.~~

"Agreement" has the meaning assigned to such term in the introductory paragraph.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in

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effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted ~~LIBO~~**Term SOFR** Rate for a one month Interest Period ~~in Dollars on~~**as published two U.S. Government Securities Business Days prior to** such day (or if such day is not a **U.S. Government**

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Securities Business Day, the immediately preceding **U.S. Government Securities** Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted ~~LIBO~~**Term SOFR** Rate for any day shall be based on the ~~LIBO Screen Rate (or if the LIBO Screen Rate is not~~

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ce Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted ~~LIBO~~Term SOFR Rate shall be effective from and including

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the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted ~~LIBO~~**Term SOFR** Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 (for the avoidance of doubt, only until the Benchmark

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Replacement has been determined pursuant to Section 2.14(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate

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Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

"Amendment No. 1 Effective Date" means November 17, 2021.

"Amendment No. 2 Effective Date" means

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May 3, 2023.

"Ancillary Document" has the meaning assigned to such term in Section 9.06.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to

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bribery or corruption.

"Applicable Party" has the meaning assigned to such term in Section 8.03(c).

"Applicable Percentage" means, with respect to any Lender, the percentage of the Aggregate Commitment represented by such Lender's Commitment;

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provided that, in the case of Section 2.23 when a Defaulting Lender shall exist, "Applicable Percentage" shall mean the percentage of the Aggregate Commitment (disregarding any Defaulting Lender's Commitment) represented by such Lender's Commitment. If the Commit

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ments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender's status as a Defaulting Lender at the time of determination.

"Applicable Rate"

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means, for any day, with respect to any ~~Eurocur rency~~Te rm Benchm ark Loan, RFR Loan or any ABR Loan or with respect to the facility fees payable hereund er, as the case may be, the applicabl e rate per annum set forth below under the caption "~~Eurocu rrency~~T erm

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Benchmark/RFR Spread", "ABR Spread" or "Facility Fee Rate", as the case may be, based upon the ratings by Moody's and S&P, respectively, applicable on such date to the Index Debt:

	Index_DebtRa	Facility Fee Rate	~~Eurodollar~~	ABR Spread

	atings (Moody's/S&P)	te	yTerm_Benchmark/RFRSpread	
Category 1:	A2/A or high	0.08%	0.795%	0%

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	er			
Category 2:	A3/A-	0.10%	0.900%	0%
Category 3:	Baa1/BBB+	0.125%	1.000%	0%
Category 4:	Baa2/BBB	0.150%	1.100%	0.100%

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Category 5:	Baa3/BBB- or lower	0.20%	1.30%	0.30%

For purposes of the foregoing, (i) if neither Moody's nor S&P shall have in effect a rating for the Index Debt (other than by reason of the circumstances

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referred to in the last sentence of this definition), then Category 5 shall be in effect; (ii) if only one of Moody's or S&P provides a rating for the Index Debt, the Category corresponding to such rating shall be in effect; (iii) if the ratings established or deemed to have been established by Moody's and S&P

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for the Index Debt shall fall within different Categories, the Applicable Rate shall be based on the higher of the two ratings unless one of the two ratings is two or more Categories lower than the other, in which case the Applicable Rate shall be determined by reference to the Category next below

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that of the higher of the two ratings; and (iv) if the ratings established or deemed to have been established by Moody's and S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the

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date on which it is first announced by the applicable rating agency, irrespective of when notice of such change shall have been furnished by the Borrower to the Administrative Agent and the Lenders pursuant to Section 5.01 or otherwise. Each change in the Applicable Rate shall

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apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if both such rating agencies shall cease to

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be in the business of rating corporate debt obligations, the Borrower and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendm

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ent, the Applicable Rate shall be determined by reference to the rating most recently in effect prior to such change or cessation.

"Approved Electronic Platform" has the meaning assigned to such term in Section 8.03(a).

"Approved Fund" has the meaning assigned to such term in

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Section 9.04(b).

"Arranger" means each of JPMorgan Chase Bank, N.A., BofA Securities, Inc. and Wells Fargo Securities, LLC in its capacity as a joint bookrunner and a joint lead arranger hereunder.

"Assignment and Assumption" means an assignm

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ent and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records

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generated by the use of an electronic platform) approved by the Administrative Agent.

"AUD Interpolated Rate" means, at any time, with respect to any Eurocurrency Borrowing denominated in Australian Dollars and for any Interest Period, the rate per annum

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(rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between

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: (a) the AUD Screen Rate for the longest period (for which the AUD Screen Rate is available for Australian Dollars) that is shorter than the Impacted AUD Rate Interest Period; and (b) the AUD Screen Rate for the shortest period (for which the AUD Screen Rate is availabl

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~~e for Australian Dollars) that exceeds the Impacted AUD Rate Interest Period, in each case, at such time; provided that if any AUD Interpolated Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purpose~~

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~~s of this Agreement.~~

"AUD Rate" means, with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in Australian Dollars and for any Interest Period, the AUD Screen Rate at approximately 11:00 a.m., Sydney**, Australia** time, on the ~~Quotation Day for~~

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~~Australian Dollars; provided that, if the AUD Screen Rate shall not be available at such time for~~first day of such Interest Period ~~(an "Impacted AUD Rate Interest Period") with respect to Australian Dollars then the AUD Rate shall be the AUD Interpol~~

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~~ated Rate~~.

"AUD Screen Rate" means, for any day and time, ~~with respect to any Eurocurrency Borrowing denominated in Australian Dollars and~~ for any Interest Period, the average bid reference rate administered by ASX Benchmarks Pty Limited (ACN 616 075

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417) (or any other Person that takes over the administration of such rate) for Australian dollar bills of exchange with a tenor equal in length to such Interest Period as displayed on page BBSY of the Reuters screen (or, Plan, in the event such rate does not appear on such

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Reuters page, on any success or or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretio

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n). If the AUD Screen Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Augmenting Lender" has the meaning assigned to such term in Section 2.20.

"Australian Dollars" means the lawful

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currency of Australia.

"Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments in accordance with a conflict between the terms of this Agreement.

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"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark **for any Agreed Currency**, as applicable, any tenor for such Benchmark **(or component thereof)** or payment period for interest calculated with reference to such Benchm

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ark **(or component thereof)**, as applicable, that is or may be used for determining the length of an Interest Period **for any term rate or otherwise, for determining any frequency of making payments of interest calculated** pursuant to this Agreement as of such date and

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not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (fe) of Section 2.14.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the

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applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council

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of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009

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(as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolven

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cy proceedings).

"Banking Services" means each and any of the following bank services provided to the Borrower or any Subsidiary by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, commercial credit cards

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and purchasing cards), (b) stored value cards, (c) merchant processing services and (d) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, any direct

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debit scheme or arrangement, overdrafts and interstate depository network services).

"Banking Services Agreement" means any agreement entered into by the Borrower or any Subsidiary in connection with Banking Services.

"Bankruptcy

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Event" means, with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar

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Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment,

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provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or

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provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm

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any contracts or agreements made by such Person.

"Benchmark" means, initially, **with respect to any (i) RFR Loan in any Agreed Currency, the applicable Relevant Rate for such Agreed Currency or (ii) Term Benchmark Loan in any Agreed Currency,** the Relevant

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Rate for such Agreed Currency; provided that if a Benchmark Transition Event, ~~a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its~~and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant

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Rate or the then-current Benchmark **for such Agreed Currency**, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) ~~or clause (c)~~ of

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Section 2.14.

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; provided that, in the case of any Loan denomin

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ated in a Foreign Currency, "Benchmark Replacement" shall mean the alternative set forth in (~~3~~2) below:

~~(1)the sum of: (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;~~

(~~2~~1) in the ~~sum of:~~ ~~(a)~~case of any Loan denomi

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nated in Dollars, the Adjusted Daily Simple ~~SOFR and (b) the related Benchmark Replacement Adjustment~~RFR for RFR Borrowings denominated in Dollars;

(~~3~~2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower

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as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or

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(ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time **in the United States** and (b) the related Benchmark Replace

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ment Adjustment;

~~provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable~~

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discretion; provide dfurther that, solely with respect to a Loan denominated in Dollars, notwithstanding anything to the contrary in this Agreement or in any other Loan Document, upon the occurrence of a Term SOFR Transition Event, and the delivery of a

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~~Term SOFR Notice, on the applicable Benchmark Replacement Date the "Benchmark Replacement" shall revert to and shall be deemed to be the sum of (a) Term SOFR and (b) the related Benchmark Replacement Adjustment, as set forth in clause (1) of~~

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~~this definition (subject to the first proviso above).~~

~~If~~**provided that if** the Benchmark Replacement as determined pursuant to clause (1)~~,~~**or clause** (2~~) or (3~~) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purpose

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s of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for

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any setting of such Unadjusted Benchmark Replacement:

, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) (1)for purposes of clauses (1) and (2) of the

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definition of "Benchmark Replacement," the first alternative set forth in the order below that can be determined by the Administrative Agent:

(a)the spread adjustment, or method for calculating or determining such spread adjustment, (which may be

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~~a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such~~

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~~Bench mark with the applica ble Unadju sted Bench mark Replac ement for the applica ble Corres pondin g Tenor;~~

~~(b)the spread adjust ment (which may be a positive or negativ e value or zero) as of the Referen ce Time such Bench mark Replac~~

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ement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applica

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ble Corresponding Tenor; and

(2)for purposes of clause (3) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or

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~~negative value or zero)~~, that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread

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adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for

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determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Agreed Currency

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at such time~~;~~.

~~provided that, in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable~~

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~~discretion.~~

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement **and/or any Term Benchmark Revolving Loan denominated in Dollars**, any technical, administrative or operational changes (including changes

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to the definition of "Alternate Base Rate," the definition of "**Business Day,**" the **definition of "U.S. Government Securities Business Day,"** the **definition of "RFR** Business Day," the definition of "Interest Period," timing and frequency of determining rates and

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making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent

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decides may be appropriate to reflect the adoption and implementation of such Benchmark ~~Replacement~~ and to permit the administration thereof by the Administrative Agent ~~in a manner materially consistent with similar changes applied by the Administrative Agent to~~

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~~substantially similar syndicated credit facilities for which it acts as administrative agent and~~ in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the

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Administrative Agent determines that no market practice for the administration of such Benchmark ~~Replacement~~ exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of

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this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the

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definitio n of “Bench mark Transitio n Event,” the later of (a) the date of the public stateme nt or publicati on of informat ion referenc ed therein and (b) the date on which the administ rator of such Benchm ark (or the publishe d compon ent used in the

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calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); **or**

(2)in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which

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such Bench mark (or the publish ed compo nent used in the calculat ion thereof) has been or, if such Bench mark is a term rate, all Availabl e Tenors of such Bench mark (or compo nent thereof) have been determi ned and announ ced by

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the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or

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publication referenced in such clause (3) and even if such Benchmark (or component thereof) or, if such Benchmark is a term rate, any

Available Tenor of such Benchmark (or such component thereof) continues to be provided on

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such date.

~~(2)in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein;~~

~~(3)in the case of a Term SOFR Transition Event, the~~

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~~date that is thirty (30) days after the date a Term SOFR Notice is provided to the Lenders and the Borrower pursuant to Section 2.14(c); or~~

~~(4)in the case of an Early Opt-in Election, the sixth (6th) Business Day after~~

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~~the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m., New York City time, on the fifth (5th) Business Day after the date notice of such Early Opt-in~~

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~~Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.~~

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement

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Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replace

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ment Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the

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published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1)a public statement or

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publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component

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thereof), permanently or indefinitely;; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide **such Benchmark (or such component thereof) or, if such Benchmark is a term rate,** any Available Tenor of such

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Benchmark (or such component thereof);

(2)a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the NYFRB, **the CME**

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Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such

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Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide **such**

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Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator

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that will continue to provide **such Benchmark (or such component thereof) or, if such Benchmark is a term rate,** any Available Tenor of such Benchmark (or such component thereof); or

(3)a public statement or publication of information by the regulatory

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supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that **such Benchmark (or such component thereof) or, if such Benchmark is a term rate,** all Available Tenors of such Benchmark (or such compon

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ent thereof) are no longer**, or as of a specified future date will no longer be,** representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth

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above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that

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a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in

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accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14.

"Beneficial Ownership

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Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an

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"employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes conditions of the Plan Asset

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Regulations or otherwise for purposes of Title I of ERISA or Section 4975 and this Award Agreement, the terms and conditions of the Code) the assets of any such "employee benefit plan" or "plan". Plan shall prevail.

"2. **Company's Obligation to Pay**BHC Act Affiliate"

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of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Bond Hedge" means any hedging

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agreement that is settled (after payment of any premium or any prepayment thereunder, to the extent applicable) through the delivery of cash and/or of Equity Interests (or other securities or property following a merger event, reclassification or other change of such Equity Interests) of the Borrower

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and is entered into in connection with any Convertible Debt Securities in customary form (including, but not limited to, any bond hedge transaction, warrant transaction, or capped call transaction).

"Borrower" means NetApp, Inc., a Delaware corporation.

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"Borrowing" means (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of ~~Eurocurrency~~**Term Benchmark** Loans, as to which a single Interest Period is in effect or (b) a Swingline Loan.

"Borrowing Request" means a

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request by the Borrower for a Borrowing in accordance with Section 2.03, which shall be substantially in the form attached hereto as Exhibit I-1 or any other form approved by the Administrative Agent.

"Business Day" means any day ~~that is not~~(other than a Saturday ~~,~~or a Sunday~~-~~

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~~or other day)~~ on which ~~commercial~~ banks **are open for business** in New York City ~~are authorized or required by law to remain closed~~; provided that ~~when used in connection with (a) a Eurocurrency Loan denominated in Dollars, the term "Business Day" shall also exclude~~

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any day on which banks are not open for dealings in Dollar deposits in the London interbank market, (b) any Borrowings or LC Disbursements that are the subject of a borrowing, drawing, payment, reimbursement or rate selection denominated in euro,

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~~the term "Business Day" shall also exclude any day on which the TARGET 2 payment system is not open for the settlement of payments in euro and (c) a Eurocurrency Loan or Letter of Credit denominated in a Foreign Currency other than euro, the term~~

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~~"Business Day" shall also exclude any day on which banks are not open for dealings in deposits in such Foreign Currency in the interbank market in the principal financial center of the country whose lawful currency is such Foreign Currency.~~, in addition

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to the foregoing, a Business Day shall be (i) in relation to Loans referencing the Adjusted Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Adjusted Term SOFR Rate or

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any other dealings of such Loans referencing the Adjusted Term SOFR Rate, any such day that is a U.S. Government Securities Business Day, (ii) in relation to Loans denominated in euro and in relation to the calculation or computation of the EURIBO Rate,

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any day which is a TARGET Day, (iii) in relation to Loans denominated in Canadian Dollars and in relation to the calculation or computation of the CDOR Rate, any day (other than a Saturday or a Sunday) on which banks are open for business in Toronto,

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Canada, (iv) in relation to Loans denominated in Australian Dollars and in relation to the calculation or computation of the AUD Rate, any day (other than a Saturday or a Sunday) on which banks are open for business in Sydney, Australia, (v) in relation to Loans

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denominated in Japanese Yen and in relation to the calculation or computation of the TIBO Rate or the Japanese Prime Rate, any day (other than a Saturday or a Sunday) on which banks are open for business in Tokyo, Japan or (vi) in relation to RFR Loans and any

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interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings in the applicable Agreed Currency of such RFR Loan, any such day that is only an RFR Business Day.

"Canadian Dollars"

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means the lawful currency of Canada.

"Canadian Prime Rate" means, on any day, the rate determined by the Administrative Agent to be the higher of (i) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on

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such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Administrative Agent in its reasonable discretion) and (ii) the average rate for thirty (30) day

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Canadian Dollar bankers' acceptances that appears on the Reuters Screen CDOR Page (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page

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of such other information service that publishes such rate from time to time, as selected by the Administrative Agent in its reasonable discretion) at 10:15 a.m. Toronto time on such day ("CDOR"), plus 1% per annum; provided, that if any of the above rates

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shall be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or CDOR shall be effective from and including the effective date of such change in the

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PRIMCAN Index or CDOR, respectively.

"Capital Lease Obligations" of any Person means, subject to the last sentence of Section 1.04(a), the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying Each Eligible

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Restricted Stock Unit will represent the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases or finance leases on a balance sheet of such Person under GAAP, and the amount of such obligatio

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ns shall be the capitalized amount thereof determined in accordance with GAAP.

"CDOR Interpolated Rate" means, at any time, with respect to any Eurocurrency Borrowing denominated in Canadian Dollars and for any Interest Period, the rate per annum

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~~(rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between~~

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: (a) the CDOR Screen Rate for the longest period (for which the CDOR Screen Rate is availablc for Canadia n Dollars) that is shorter than the Impacte d CDOR Rate Interest Period; and (b) the CDOR Screen Rate for the shortest period (for which the CDOR

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~~Screen Rate is availabl e for Canadia n Dollars) that exceeds the Impacte d CDOR Rate Interest Period, in each case, at such time; provide d that if any CDOR Interpol ated Rate as so determi ned would be less than zero, such rate shall be deemed to be~~

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~~zero for the purposes of this Agreement.~~

"CBR Loan" means a Loan that bears interest at a rate determined by reference to the Central Bank Rate, the Japanese Prime Rate or the Canadian Prime Rate.

"CBR Spread" means the Applicable Rate applicable to

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such Loan that is replaced by a CBR Loan.

"CDOR Rate" means, with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in Canadian Dollars and for any Interest Period, the CDOR Screen Rate at approximately 10:15 a.m., Toronto time, on

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the ~~Quotation Day for Canadian Dollars; provided that, if the CDOR Screen Rate shall not be available at such time for~~first day of such Interest Period~~ (an "Impacted CDOR Rate Interest Period") with respect to Canadian Dollars then the~~

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~~CDOR Rate shall be the CDOR Interpolated Rate.~~; provided that if the CDOR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"CDOR Screen Rate" means~~,~~ ~~for~~on

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any day ~~and time, with respect to any Eurocurrency Borrowing denominated in Canadian Dollars and for any~~for the relevant Interest Period, the annual rate of interest equal to the average rate applicable to Canadian ~~dollar~~Dollar Canadian bankers'

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acceptances for the applicable period that appears on the "Reuters Screen CDOR Page" as defined in the International Swap Dealer Association, Inc. definitions, as modified and amended from time to time (or, in the event such rate does not appear on such page or screen, on any

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success or or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Administrative Agent in its reasonable discretion), rounded to the nearest 1/100th

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of 1% (with .005% being rounded up). If the CDOR Screen Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement., as of 10:15 a.m. Toronto time on the first day of such Interest Period and, rec

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eive one Share, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by Administrative Agent after 10:15 a.m. Toronto time to reflect any error in the posted rate of interest or in the posted average annual rate of

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interest).

"Central Bank Rate" means the greater of (i) (A) for any Loan denominated in (a) Pounds Sterling, the Bank of England (or any successor thereto)'s "Bank Rate" as published by the Bank of England (or any successor thereto) from time to time, (b) euro,

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one of the following three rates as may be selected by the Administrative Agent in its reasonable discretion: (1) the fixed rate for the main refinancing operations of the European Central Bank (or any successor thereto), or, if that rate is not publish

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ed, the minimum bid rate for the main refinancing operations of the European Central Bank (or any successor thereto), each as published by the European Central Bank (or any successor thereto) from time to time, (2) the rate for the marginal

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lending facility of the European Central Bank (or any successor thereto), as published by the European Central Bank (or any successor thereto) from time to time or (3) the rate for the deposit facility of the central banking

system of the Particip

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ating Member States, as published by the European Central Bank (or any successor thereto) from time to time, (c) Swiss Francs, the policy rate of the Swiss National Bank (or any successor thereto) as published by the Swiss National Bank (or

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any success or thereto) from time to time Eligible Restricted Stock Unit vests. Unless and (d) any other Foreign Currency, a central bank rate as determined by the Administrative Agent in its reasonable discretion; plus (B) the applicable Central

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Bank Rate Adjustment and (ii) the Floor.

"Central Bank Rate Adjustment" means, for any day, for any Loan denominated in:

(a) euro, a rate equal to the difference (which may be a positive or negative value or zero) of (x) the average

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of the Adjusted EURIBO Rate for an Interest Period of one month for the five (5) most recent Business Days preceding such day for which the EURIBO Screen Rate was available (excluding, from such averaging, the highest and the lowest

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Adjusted EURIBO Rate applicable during such period of five (5) Business Days) minus (y) the Central Bank Rate in respect of euro in effect on the last Business Day in such period,

(b) Australian Dollars, a rate equal to the difference

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(which may be a positive or negative value or zero) of (x) the average of the Adjusted AUD Rate for an Interest Period of one month for the five (5) most recent Business Days preceding such day for which the AUD Screen Rate was available

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(excluding, from such averaging, the highest and the lowest Adjusted AUD Rate applicable during such period of five (5) Business Days) minus (y) the Central Bank Rate in respect of Australian Dollars in effect on the last Business Day

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in such period,

(c) Pounds Sterling, a rate equal to the difference (which may be a positive or negative value or zero) of (x) the average of Adjusted Daily Simple RFR for Pounds Sterling Borrowings for the five most recent RFR Business Days preceding

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such day for which Adjusted Daily Simple RFR for Pounds Sterling Borrowings was available (excluding, from such averaging, the highest and the lowest such Adjusted Daily Simple RFR applicable during such period of five RFR Business Days)

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minus (y) the Central Bank Rate in respect of Pounds Sterling in effect on the last RFR Business Day in such period,

(d) Swiss Francs, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of

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Adjusted Daily Simple RFR for Swiss Franc Borrowings for the five most recent RFR Business Days preceding such day for which SARON was available (excluding, from such averaging, the highest and the lowest such Adjusted Daily Simple RFR applica

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ble during such period of five RFR Business Days) minus (ii) the Central Bank Rate in respect of Swiss Francs in effect on the last RFR Business Day in such period, and

(e) any other Foreign Currency, an adjustment as determined by the

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Administrative Agent in its reasonable discretion.

For purposes of this definition, (x) the term Central Bank Rate shall be determined disregarding clause (i)(B) of the definition of such term and (y) the EURIBO Rate on any day shall be

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based on the EURIBO Screen Rate on such day at approximately the time referred to in the definition of such term for deposits in the applicable Agreed Currency for a maturity of one month.

"CFCs" means "controlled foreign corporations" within

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the meaning of Section 957 of the Code.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of

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the SEC thereunder as in effect on the date hereof), of Equity Interests representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower; or (b) occupation of a majority of the seats (other than

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vacant seats) on the board of directors (or committee thereof) of the Borrower by Persons who were neither (i) nominated or approved by the board of directors (or committee thereof) of the Borrower nor (ii) appointed by directors so nominated or approved (in

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each case either by a specific vote or approval of a proxy statement issued by the Borrower on behalf of its entire board of directors in which such individual is named as a nominee for director).

"Change in Law" means the occurrence, after the date of this Agreement (or with

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respect to any Lender, if later, the date on which such Lender becomes a Lender), of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or

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applicati on thereof by any Govern mental Authority , or (c) complian ce by any Lender or Issuing Bank (or, for purpose s of Section 2.15(b), by any lending office of such Lender or by such Lender’s or Issuing Bank’s holding company , if any) with any request, rule, guideline

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, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guideline

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s, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervis

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ion (or any success or or similar authority) or the United States or foreign regulator y authoriti es, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law” regardle ss of the date enacted, adopted, issued or impleme nted.

“Class”, when used in referenc e to any

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Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Swingline Loans.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term

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Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Co-Documentation Agent" means each of Citibank, N.A. and MUFG Bank, Ltd. in its capacity as co-documentation

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agent for the credit facility evidenced by this Agreement.

"Commitment" means, with respect to each Lender, the amount set forth on Schedule 2.01A opposite such Lender's name under the heading "Commitment", or in the Assignment and Assumption or other documentation

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or record (as such term is defined in Section 9-102(a)(70) of the New York Uniform Commercial Code) contemplated hereby pursuant to which such Lender shall have assumed its Commitment, as applicable, and giving effect to (a) any reduction in such amount from time to time

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pursuant to Section 2.09, (b) any increase from time to time pursuant to Section 2.20 and (c) any reductio n or increase in such amount from time to time pursuant to assignm ents by or to such Lender pursuant to Section 9.04; provided that at no time shall the Revolvin

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g Credit Exposure of any Lender exceed its Commitment. The aggregate principal amount of the Commitments on the Effective Date is $1,000,000,000.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time,

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and any success or statute.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is

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distributed by the Administrative Agent, any Lender or the Issuing Bank by means of electronic communications pursuant to Section 8.03, including through an Approved Electronic Platform.

"Computation Date" is defined in Section 2.04.

"Connection

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Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Debt for Borrowed Money" means at any time the sum, without duplication, of (i) items that, in accorda

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nce with GAAP (but subject to the last sentence of Section 1.04(a)), would be classified as indebtedness on the consolidated balance sheet of Borrower and its Subsidiaries and (ii) the capitalized portion of any synthetic leases. For purposes of clause (ii) above, “capitaliz

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ed portion" means, with respect to any synthetic lease, the price for which the lessee can purchase the leased property or could purchase it if the synthetic lease expired on the date of the applicable calculation of the Consolidated Debt for Borrowed Money.

"Consolidated EBITDA"

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means, with reference to any period, the sum of the following: (a) Consolidated Net Income for such period, *plus* (b)without duplication and to the extent deducted from revenues in determining such Consolidated Net Income, the sum of (i) Consolidated Interest Expense for such period,

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(ii) expense for taxes paid or accrued during such period, (iii) all amounts attributable to depreciation, (iv) amortization during such period, (v) share-based non-cash compensation expense, (vi) any other non-cash charges, non-cash expenses or non-cash losses of

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the Borrower or any Subsidiaries for such period (excluding any such charge, expense or loss incurred in the ordinary course of business that constitutes an accrual of, or a reserve for, cash charges for any future period), (vii) any unusual, extraordinary, or non-recurring charges, expense

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s or losses determined in accordance with GAAP, (viii) to the extent actually reimbursed in cash, expenses incurred to the extent covered by indemnification provisions in any agreement in connection with any acquisition, (ix) acquisition-related expenses (includin

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g, but not limited to, intangibles, goodwill and contingent consideration), whether or not such acquisition is successful, (x) fees, costs and expenses related to the Transactions, and (xi) restructuring, integration and related charges (which for the avoidance of

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doubt, shall include retention, severance, systems establishment costs, contract termination costs, including future lease commitments, and costs to consolidate facilities and relocate employees) (provided that the aggregate cash portion of the amounts added back

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pursuant to the preceding clauses (vii) and (xi) shall not exceed seven and one-half percent (7.5%) of the amount of Consolidated EBITDA for such period of four consecutive fiscal quarters of the Borrower), *minus* without duplication and to the extent included in determining such

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Consolidated Net Income, (c) interest income, (d) extraordinary non-cash gains realized other than in the ordinary course of business and (e) any cash payments made during such period in respect of any items added back pursuant to clauses (v) and (vi) above

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subsequent to the fiscal quarter in which the relevant non-cash item was incurred, all calculated for the Borrower and its Subsidiaries in accordance with GAAP on a consolidated basis.

"Consolidated Interest Expense" means, with reference to any period, the interest expense (includin

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g without limitation interest expense under Capital Lease Obligations that is treated as interest in accordance with GAAP) of the Borrower and its Subsidiaries calculated on a consolidated basis for such period with respect to, without duplication, (i) all outstanding Indebtedness of

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the Borrower and its Subsidiaries allocable to such period in accordance with GAAP and (ii) Swap Agreements (including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of

credit and bankers acceptance

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financing and net costs under interest rate Swap Agreements to the extent such net costs are allocable to such period in accordance with GAAP) for such period.

"Consolidated Net Income" means, with reference to any period, the net income (or loss) of the Borrower and its Subsidiaries

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calculated in accordance with GAAP on a consolidated basis (without duplication) for such period.

"Consolidated Total Assets" means, as of the date of any determination thereof, total assets of the Borrower and its Subsidiaries calculated in accordance with GAAP on a

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consolidated basis as of such date.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlli

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ng” and “Controlled” have meanings correlative thereto. A Person shall not be deemed to control another Person through the ability to exercise voting power unless such Person possesses, directly or indirectly, the power to vote 10% or more of the securitie

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s having ordinary voting power for the election of directors (or equivalent governing body) of such Person.

"Convertible Debt Security" means debt securities, the terms of which provide for conversion into Equity Interests (or other securities or property following a merger event,

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reclassification or other change of such Equity Interests), cash by reference to such Equity Interests or a combination thereof.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having

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approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Co-Syndication Agent" means each of Bank of America, N.A. and Wells Fargo Bank, National Association in its capacity as co-syndication agent for the credit facility evidenced by this

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Agreement.

"Covered Entity" means any of the following:

(i)a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii)a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §

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47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning assigned to it in Section 9.18.

"Credit Event" means a Borrowing, the issuance, amendment or extension of a Letter of Credit,

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an LC Disbursement or any of the foregoing.

"Credit Party" means the Administrative Agent, any Issuing Bank, the Swingline Lender or any other Lender.

"Daily Simple RFR" means, for any day (an "RFR Interest Day"), an interest rate per annum equal

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to, for any RFR Loan denominated in (i) Pounds Sterling, SONIA for the day that is

five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not an RFR Busines

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s Day, the RFR Business Day immediately preceding such RFR Interest Day, (ii) Swiss Francs, SARON for the day that is five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if such RFR Interest Day is

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not an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day, (iii) Singapore Dollars, SORA for the day that is five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if

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such RFR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day and (iv) Dollars, Daily Simple SOFR.

"Daily Simple SOFR" means, for any day, (a "SOFR, ~~with the conventions for this rate (which will include a~~

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~~lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; provided that, if the Administrative~~

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~~Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.~~Rate Day"), a rate per annum equal to SOFR for the day that is five (5) RFR

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Business Days prior to (i) if such SOFR Rate Day is an RFR Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an RFR Business Day, the RFR Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is

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published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Default" means any

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event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81,

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47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swinglin

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e Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a

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condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding

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obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this

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Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by the Administrative Agent, any Issuing Bank or the Swingline Lender, acting in good faith, to

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provide a certificati on in writing from an authoriz ed officer of such Lender that it will comply with its obligatio ns (and is financiall y able to meet such obligatio ns) to fund prospecti ve Loans and participat ions in then outstandi ng Letters of Credit and Swinglin e Loans

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under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the receipt by the Administrative Agent, such Issuing Bank or the Swingline Lender of such certification in form and substance satisfactory to it and the Administ

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rative Agent, or (d) has become the subject of (A) a Bankruptcy Event or (B) a Bail-In Action.

"Departing Lender" means each lender under the Existing Credit Agreement that executes and delivers to the Administrative Agent a Departing Lender Signature Page.

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"Departing Lender Signature Page" means the signature page to this Agreement on which it is indicated that the Departing Lender executing the same shall cease to be a party to the Existing Credit Agreement on the Effective Date.

"Disclosed Matters" means the actions,

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suits and proceedings and the environmental matters disclosed in Schedule 3.06 to the Disclosure Letter.

"Disclosure Letter" means the disclosure letter from the Borrower dated as of the date hereof, as amended or supplemented from time to time by the Borrower with the

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written consent of the Administrative Agent, delivered to the Administrative Agent for the benefit of the Lenders.

"Dollar Amount" of any amount of any currency means, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such

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amount is expressed in a Foreign Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of Dollars with such Foreign Currency last provided (either by publication or otherwise provided to the Administrative

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Agent) by the applicable Reuters source on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with such Foreign Currency

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, as provided by such other publicly available informati on service which provides that rate of exchang e at such time in place of Reuters chosen by the Administ rative Agent in its reasona ble discretio n (or if such service ceases to be available or ceases to provide such

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rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent, in consultation with the Borrower, using any method of determination it deems reasonably appropriate) and (c) if such amount is denominated in any

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other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent, in consultation with the Borrower, using any method of determination it deems reasonably appropriate.

"Dollars" or "$" refers to lawful money of the United

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States of America.

"Domestic Subsidiary" means any Subsidiary that is incorporated or organized under the laws of the United States of America, any state thereof or in the District of Columbia.

~~"Early Opt-in Election" means~~

~~(a)in the case of Loans denominated in~~

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~~Dollars, the occurrence of:~~

~~(1)a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding Dollar-denominated syndicated credit~~

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~~facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identifie~~

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d in such notice and are publicly available for review), and

(2)the joint election by the Administrative Agent and the Borrower to trigger a fallback from the LIBO Rate and the provision by the Administrative Agent of written notice of such election to the Lenders; and

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~~(b)in the case of Loans denominated in any Foreign Currency, the occurrence of:~~

~~(1) (i) a determination by the Administrative Agent or (ii) a notification by the Required Lenders to the Administrative Agent (with a copy to the Borrower) that the Require~~

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~~d Lenders have determined that syndicated credit facilities denominated in the applicable Foreign Currency being executed at such time, or that include language similar to that contained in Section 2.14 are being executed or amende~~

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d, as applicable, to incorporate or adopt a new benchmark interest rate to replace the Relevant Rate, and

(2) (i) the election by the Administrative Agent or (ii) the election by the Required Lenders to declare that an Early Opt-in Election has occurre

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~~d and the provisi on, as applica ble, by the Admini strative Agent of written notice of such election to the Borrow er and the Lender s or by the Require d Lender s of written notice of such election to the Admini strative Agent.~~

"ECP" means an "eligible

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contract participant" as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the SEC.

"EEA Financial Institution" means (a) any

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credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c)

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any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of

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the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolutio

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n of any EEA Financial Institution.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"Electronic Signature" means an electronic sound, symbol, or process attached

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to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions or

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notices issued or promulgated by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to employee health and safety matters.

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"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a)

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violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or

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(e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company

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, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing. Notwithstanding the foregoing, and for the avoidance of doubt, (i)

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Convertible Debt Securities shall not for purposes of this definition be deemed to be an Equity Interest and (ii) Bond Hedges shall not for purposes of this definition be deemed to be an Equity Interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amende

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d from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is

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treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is

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waived); (b) the failure to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the

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minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan

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administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Borrower

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or any of its ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition upon the Borrower or any of

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its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation

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Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"EURIBO Interpolated Rate" means, at any time, with respect to any Eurocurrency Borrowing denominated in euro and for any Interest

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~~Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpol~~

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~~ating on a linear basis between: (a) the EURIBO Screen Rate for the longest period (for which the EURIBO Screen Rate is availabl e for euro) that is shorter than the Impacte d EURIBO Rate Interest Period; and (b) the EURIBO Screen Rate for the shortest period (for~~

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~~which the EURIBO Screen Rate is availabl e for euro) that exceeds the Impacte d EURIBO Rate Interest Period, in each case, at such time; provide d that if any EURIBO Interpol ated Rate as so determi ned would be less than zero, such rate shall be~~

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~~deemed to be zero for the purposes of this Agreement.~~

"EURIBO Rate" means, with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in euro and for any Interest Period, the EURIBO Screen Rate ~~at approximately 11:00 a.m., Brussels time, on the~~

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~~Quotation Day for euro; provided that, if the EURIBO Screen Rate shall not be availabl e at such time for~~, two (2) TARGET Days prior to the commencement of such Interest Period ~~(an "Impacted EURIBO Rate Interest Period") with respect to euro then the EURIBO~~

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~~Rate shall be the EURIBO Interpol ated Rate~~.

"EURIBO Screen Rate" means~~, for any day and time, with respect to any Eurocur rency Borrowi ng denomi nated in euro and for any Interest Period,~~ the euro interban k offered rate administ ered by the Europea

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n Money Markets Institute (or any other person ~~that~~**which** takes over the administration of ~~such~~**that** rate) for ~~euro for~~ the relevant period displayed **(before any correction, recalculation or republication by the administrator)** on page EURIBOR01 of the Reuters screen (or any replace

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ment Reuters page which displays that rate) or on the appropri ate page of such other informati on service which publishe s that rate from time to time in place of Reuters **as publish ed at approxi mately 11:00 a.m. Brussel s time two TARGET Days prior to the comme ncemen**

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t of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Borrower. ~~If the EURIBO Screen Rate as so determined would be less than zero,~~

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~~such rate shall be deemed to be zero for the purposes of this Agreement.~~

"euro" and/or "€" means the single currency of the Participating Member States.

~~"Eurocurrency", when used in reference to a currency means an Agreed Currency and when used in~~

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~~reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate, the Adjusted EURIBO Rate, the Adjusted AUD Rate, the Adjusted CDOR~~

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~~Rate or the Adjusted SIBOR Rate.~~

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Domestic Subsidiary" means (i) SolidFire International LLC, a Delaware limited liability company, (ii) SolidFire Holdings, LLC, a Delaware limited

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liability company, (iii) Sonoma Holdings, LLC, a Delaware limited liability company, (iv) NetCache, Inc., a California corporation, (v) any Domestic Subsidiary that is or becomes a direct parent of the Specified Dutch Subsidiary and owns no assets other than equity interest in the

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Specified Dutch Subsidiary, (vi) any direct or indirect Domestic Subsidiary substantially all of the assets of which consist of the equity (or equity and debt) of one or more Foreign Subsidiaries that are CFCs or of Subsidiaries described in this clause (vi) and (vii) any

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Domestic Subsidiary that is a direct or indirect subsidiary of a CFC.

"Excluded Swap Obligation" means, with respect to any Loan Party, any Specified Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Loan Party of, or the grant by

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such Loan Party of a security interest to secure, such Specified Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the applicati

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on or official interpret ation of any thereof) by virtue of such Loan Party's failure for any reason to constitut e an ECP at the time the Guarant ee of such Loan Party or the grant of such security interest becomes or would become effective with respect to such Specifie d Swap Obligatio

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n. If a Specified Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Specified Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

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"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and

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branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof)

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or (ii) that otherwise are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of a Recipient with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect

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on the date on

which (i) such Recipient acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.19(b)) or (ii) such Recipient changes its lending office, except in each case to the

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extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Recipient's assignor immediately before such Recipient acquired the applicable interest in a Loan or Commitment or to such Recipient immediately

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before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.17(f) and (d) any withholding Taxes imposed under FATCA.

"Existing Credit Agreement" has the meaning assigned in the recitals.

"Existing Maturity Date" has the

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meaning set forth in Section 2.24(a).

"Extended Letter of Credit" has the meaning set forth in Section 2.06(c).

"Extending Lender" has the meaning set forth in Section 2.24(b).

"Extension Date" has the meaning set forth in Section 2.24(a).

"FATCA" means Sections 1471

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through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreeme

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nt between the governm ent of the United States and the jurisdicti on in which the applicabl e Recipien t is resident impleme nting such provision s of the Code and regulatio ns, and any agreeme nt entered into pursuant to Section 1471(b) (1) of the Code

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and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate" means, for any day, the rate

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calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as shall be set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB

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as the effective federal funds rate; provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Financial Officer" means the chief financial officer, principal accounti

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ng officer, treasurer, controller or vice president – tax and treasury of the Borrower.

"Financials" means the annual or quarterly financial statements, and accompanying certificates and other documents, of the Borrower and its Subsidiaries required to be delivered

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pursuant to Section 5.01(a) or 5.01(b).

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the ~~LIBO~~**Adjusted**

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Term SOFR Rate, the Adjusted EURIBO Rate, the ~~AUD~~CDOR Rate, the Adjusted AUD Rate, the Adjusted TIBO Rate, each Adjusted Daily Simple RFR, the Japanese Prime Rate or the Central Bank Rate, as applicable. For the avoidance of doubt, the

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initial Floor for each of the Adjusted Term SOFR Rate, the Adjusted EURIBO Rate, the CDOR Rate ~~or~~, the ~~SIBOR Rate, as applicable~~Adjusted AUD Rate, the Adjusted TIBO Rate, each Adjusted Daily Simple RFR, the Japanese Prime Rate or the Central Bank

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Rate shall be 0%.

"Foreign Currencies" means Agreed Currencies other than Dollars.

~~"Foreign Currency Amount" of any amount of any Foreign Currency means, at the time of determination thereof, (a) if such amount is expressed in~~

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such Foreign Currency, such amount and (b) if such amount is expressed in Dollars, the equivalent of such amount in such Foreign Currency determined by using the rate of exchange for the purchase of such Foreign Currency with Dollars last provided (either

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by publication or otherwise provided to the Administrative Agent) by the applicable Reuters source on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to

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~~provide a rate of exchange for the purchase of such Foreign Currency with Dollars, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its~~

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~~reasonable discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in such Foreign Currency as determined by the Administrative Agent, in consultation with the Borrower, using any~~

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~~method of determination it deems reasonably appropriate).~~

"Foreign Currency LC Exposure" means, at any time, the sum of (a) the Dollar Amount of the aggregate undrawn and unexpired amount of all outstanding Foreign Currency Letters of Credit at such

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time plus (b) the aggregate principal Dollar Amount of all LC Disbursements in respect of Foreign Currency Letters of Credit that have not yet been reimbursed at such time.

"Foreign Currency Letter of Credit" means a Letter of Credit denominated in a Foreign Currency.

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"Foreign Currency Payment Office" of the Administrative Agent shall mean, for each Foreign Currency, the office, branch, affiliate or correspondent bank of the Administrative Agent for such currency as specified from time to time by the Administrative Agent to the

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Borrower and each Lender.

"Foreign Lender" means (a) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is

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resident for tax purposes.

"Foreign Subsidiary" means any Subsidiary other than a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in the United States of America.

"Governmental Authority" means the government of the

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United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative

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powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other

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obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation

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n or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working

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capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such

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Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business or any indemnification obligations entered into in the ordinary course of business. The amount of any

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Guarantee shall be deemed to be the lower of (i) an amount equal to the stated or determined amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guaranteeing Person may be liable pursuant to the

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terms of the instrument embodying such Guarantee, or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasona

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bly anticipated liability in respect thereof determined by such Person in good faith.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleu

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m distillates, friable asbestos, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"IBA" has the meaning assigned to such term in Section 1.05.

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~~"Impacted AUD Rate Interest Period" has the meaning assigned to such term in the definition of "AUD Rate".~~

~~"Impacted CDOR Rate Interest Period" has the meaning assigned to such term in the definition of "CDOR Rate".~~

~~"Impacted~~

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~~EURIBO Rate Interest Period" has the meanin g assigne d to such term in the definitio n of "EURIB O Rate".~~

~~"Impac ted LIBO Rate Interest Period" has the meanin g assigne d to such term in the definitio n of "LIBO Rate".~~

~~"Impac ted SIBOR~~

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~~Rate Interest Period" has the meaning assigned to such term in the definition of "SIBOR Rate".~~

"Increasing Lender" has the meaning assigned to such term in Section 2.20.

"Incremental Term Loan" has the meaning assigned to such term in Section 2.20.

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"Incremental Term Loan Amendment" has the meaning assigned to such term in Section 2.20.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentur

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es, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services

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(excluding (i) accounts payable incurred in the ordinary course of business and (ii) obligations which are being contested in good faith by appropriate proceedings and for which adequate reserves have been set aside in accordance with GAAP), (e) all Indebtedness of others secured

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by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person

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of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person

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in respect of bankers' acceptances, (j) the Net Mark-to Market Exposure of all Swap Obligations of such Person, and (k) any other Off-Balance Sheet Liability. Notwithstanding anything

to the contrary in the foregoing, in connection with any acquisition by the

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Borrower or any Subsidiary permitted hereunder (or any sale, transfer or other disposition by the Borrower or any Subsidiary permitted hereunder), the term "Indebtedness" shall not include contingent consideration to which the seller in such acquisition (or the buyer in

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such sale, transfer or other dispositi on, as the case may be) may become entitled or continge nt indemnit y obligatio ns that may be owed to such seller (or buyer, if applicabl e) in respect thereof. The Indebted ness of any Person shall include the Indebted ness of any

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other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebted

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ness provide that such Person is not liable therefor.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent

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not otherwise described in clause (a) hereof, Other Taxes.

"Indemnitee" has the meaning set forth in Section 9.03(b).

"Index Debt" means senior, unsecured, long-term indebtedness for borrowed money of the Borrower that is not guaranteed by any other

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person or entity or subject to any other credit enhancement.

"Ineligible Institution" has the meaning assigned to such term in Section 9.04(b).

"Information" has the meaning assigned to such term in Section 9.12.

"Information Memorandum" means the lender

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presentation dated January 2021 relating to the Borrower and the Transactions.

"Interest Coverage Ratio" means the ratio, determined as of the end of each fiscal quarter of the Borrower ending on and after January 29, 2021, of Consolidated EBITDA to Consolidated Interest

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Expense, in each case for the period of 4 consecutive fiscal quarters ending with the end of such fiscal quarter.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.08, which shall be substantially in

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the form attached hereto as Exhibit I-2 or any other form approved by the Administrative Agent.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than a Swingline Loan) **and any Loan that bears interest at the Japanese Prime Rate or the Canadia**

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n Prime Rate and any CBR Loan, the last day of each March, June, September and December and the Maturity Date, (b) with respect to any ~~Eurocurrency~~RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month

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after the Borrowing of such RFR Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and the Maturity Date, (c) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowin

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g of which such Loan is a part and, in the case of a ~~Eurocurrency~~**Term Benchmark** Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest

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Period and the Maturity Date and (~~e~~d) with respect to any Swingline Loan, the day that such Loan is required to be repaid and the Maturity Date.

"Interest Period" means with respect to any ~~Eurocurrency~~Term Benchmark Borrowing, the period commencing on the date of such Borrowing and

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ending on the numerically corresponding day in the calendar month that is one, three or, **other than with respect to a CDOR Rate Borrowing,** six

months thereafter **(in each case, subject to the availability for the Benchmark applicable to the relevant**

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Loan or Commitment for any Agreed Currency), as the Borrower may elect, or such other period as is requested by the Borrower and is acceptable to each Lender **and the Administrative Agent**; provided, that (i) if any Interest Period would end on a day other than a Business

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Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day~~and~~, (ii) any

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Interest Period ~~pertaining to a Eurocurrency Borrowing~~ that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar

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month of such Interest Period **and (iii) no tenor that has been removed from this definition pursuant to Section 2.14(e) shall be available for specification in such Borrowing Request or Interest Election Request**. For purposes hereof, the date of a Borrowing initially shall be

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the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"IRS" means the United States Internal Revenue Service.

~~"ISDA Definitions" means the 2006 ISDA Definitions~~

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~~publish ed by the Internati onal Swaps and Derivati ves Associa tion, Inc. or any success or thereto, as amende d or supple mented from time to time, or any success or definitio nal booklet for interest rate derivati ves publish ed from time to~~

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~~time by the International Swaps and Derivatives Association, Inc. or such successor thereto.~~

"Issuing Bank" means each of JPMorgan Chase Bank, N.A., Bank of America, N.A., Wells Fargo Bank, National Association and each other Lender designated by the

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Borrower as an "Issuing Bank" hereunder that has agreed to such designation (and is reasonably acceptable to the Administrative Agent) **(in each case, through itself or through one of its designated affiliates or branch offices)**, each in its capacity as the issuer of Letters

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of Credit hereunder, and its successors in such capacity as provided in Section 2.06(i). Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall

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include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference herein to the "Issuing Bank" in connection with a Letter of Credit or other matter shall be deemed to be a reference to the relevant Issuing Bank with respect thereto, and, further, references

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herein to "the Issuing Bank" shall be deemed to refer to each of the Issuing Banks or the relevant Issuing Bank, as the context requires.

"Japanese Prime Rate" means for any Loan denominated in Japanese Yen the greater of (a) (i) the Japanese local bank prime rate

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plus (ii) the Japanese Prime Rate Adjustment and (b) the Floor.

"Japanese Prime Rate Adjustment" means, for any day, for any Loan denominated in Japanese Yen, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the

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average of the Adjusted TIBO Rate for an Interest Period of one month for the five most recent Business Days preceding such day for which the TIBO Screen Rate was available (excluding, from such averaging, the highest and the lowest Adjusted TIBO Rate

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applicable during such period of five Business Days) minus (ii) the Japanese Prime Rate in effect on the last Business Day in such period. For purposes of this definition, the TIBO Rate on any day shall be based on the TIBO Screen Rate on such day at approximately

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the time referred to in the definition of such term for deposits in Japanese Yen for a maturity of one month.

"Japanese Yen" or "¥" means the lawful currency of Japan.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

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"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn Dollar Amount of all outstanding Letters of Credit at such time plus (b) the aggregate Dollar Amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such

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time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereund

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er by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule

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3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been

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presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the Issuing Bank

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and the Lenders shall Restricted Stock Units will have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

"Lender Notice Date" has the meaning set forth in Section 2.24(b).

"Lender Parent" means,

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with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Lender-Related Person" has the meaning assigned to such term in Section 9.03(d).

"Lenders" means the Persons listed on Schedule 2.01A and any other

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Person that shall have become a Lender hereunder pursuant to Section 2.20 or pursuant to an Assignment and Assumption or other documentation contemplated hereby, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption or

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other documentation contemplated hereby. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender and the Issuing Banks. For the avoidance of doubt, the term "Lenders" excludes the Departing Lenders.

"Letter of Credit" means

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any letter of credit issued pursuant to this Agreement.

"Letter of Credit Agreement" has the meaning assigned to such term in Section 2.06(b).

"Letter of Credit Commitment" means, with respect to each Issuing Bank, the commitment of such Issuing Bank to issue Letters

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of Credit hereunder. The initial amount of each Issuing Bank's Letter of Credit Commitment is set forth on Schedule 2.01B, or if an Issuing Bank has entered into an Assignment and Assumption, the amount set forth for such Issuing Bank as its Letter of Credit Commitment in the Register maintain

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ed by the Administrative Agent. The Letter of Credit Commitment of an Issuing Bank may be modified from time to time by agreement between such Issuing Bank and the Borrower, and notified to the Administrative Agent.

"Leverage Ratio" means the ratio, determined as of

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the end of each fiscal quarter of the Borrower ending on and after January 29, 2021, of Consolidated Debt for Borrowed Money as of the end of such fiscal quarter to Consolidated EBITDA for the period of 4 consecutive fiscal quarters ending with the end of such fiscal quarter.

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"Liabilities" means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

~~"LIBO Interpolated Rate" means, at any time, with respect to any Eurocurrency Borrowing denominated in any Agreed Currenc~~

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y (other than euro, Australian Dollars, Canadian Dollars or Singapore Dollars) and for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which

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~~determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available for the applicable Agreed~~

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~~Currency) that is shorter than the Impacted LIBO Rate Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available for the applicable Agreed Currency) that exceeds the Impacted LIBO Rate Interest Period,~~

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in each case, at such time; provided that if any LIBO Interpolated Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"LIBO Rate" means, with respect to any Eurocurrency Borrowi

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ng denominated in any Agreed Currency (other than euro, Australian Dollars, Canadian Dollars or Singapore Dollars) and for any Interest Period, the LIBO Screen Rate at approximately 11:00 a.m., London time, on the Quotation Day for such Agreed

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~~Currency; provided that if the LIBO Screen Rate shall not be available at such time for such Interest Period (an "Impacted LIBO Rate Interest Period") with respect to such Agreed Currency then the LIBO Rate shall be the LIBO Interpolated Rate.~~

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"LIBO Screen Rate" means, for any day and time, with respect to any Eurocurrency Borrowing denominated in any Agreed Currency (other than euro, Australian Dollars, Canadian Dollars or Singapore Dollars) and for any Interest Period, the London

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~~interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for such Agreed Currency for a period equal in length to such Interest Period as displayed on such day and time on pages~~

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~~LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other informat~~

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~~ion service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); provided that if the LIBO Screen Rate as so determined would be less than zero, such rate shall be deemed to be zero for~~

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~~the purposes of this Agreement.~~

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or other security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any condition

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al sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Loan Documents" means this Agreement, the Subsidiary Guaranty, any promissory notes

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executed and delivered pursuant to Section 2.10(e), any Letter of Credit applications, any Letter of Credit Agreement and any agreements between the Borrower and an Issuing Bank regarding such Issuing Bank's Letter of Credit Commitment or the respective rights and obligatio

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ns between the Borrower and such Issuing Bank in connection with the issuance of Letters of Credit and any and all other instruments and documents executed and delivered in connection with any of the foregoing.

"Loan Parties" means, collectively, the Borrower and the

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Subsidiary Guarantors.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Local Time" means (i) New York City time in the case of a Loan, Borrowing or LC Disbursement denominated in Dollars and (ii) local time in the case

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of a Loan, Borrowing or LC Disbursement denominated in a Foreign Currency (it being understood that such local time shall mean (a) London, England time with respect to any Foreign Currency (other than euro, Australian Dollars or Canadian Dollars), (b) Brussels, Belgium

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time with respect to euro, (c) Sydney, Australia time with respect to Australian Dollars and (d) Toronto, Canada time with respect to Canadian Dollars, in each case of the foregoing clauses (a), (b), (c) and (d) unless otherwise notified by the Administrative Agent).

"Material

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Adverse Effect" means a material adverse effect on (a) the business, assets, operations or condition, financial or otherwise, of the Borrower and its Subsidiaries taken as a whole, or (b) the ability of the Borrower or any other Loan Party to perform any of its payment obligations under this Agreeme

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nt or any other Loan Document or (c) the rights of or benefits available to the Lenders under this Agreement or any other Loan Document.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect

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of one or more Swap Agreements, of any one or more of the Borrower and its Subsidiaries in an aggregate principal amount exceeding $100,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Borrower or any Subsidiary in respect

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of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"Material Subsidiary"

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means each Subsidiary (a) which, as of the most recent fiscal quarter of the Borrower, for the period covering the then most recently ended fiscal year and the portion of the then current fiscal year ending at the end of such fiscal quarter, for which financial statements have

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been delivered pursuant to Section 5.01, contributed greater than five percent (5%) of the Borrower's consolidated revenues for such period or (b) which contributed greater than five percent (5%) of the Borrower's Consolidated Total Assets as of such date.

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"Maturity Date" means January 22, 2026, as extended pursuant to Section 2.24; provided, however, in each case, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"Moody's" means Moody's Investors Service, Inc.

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"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Mark-to-Market Exposure" of a Person means, as of any date of determination, the excess (if any) of all unrealized losses over all unrealized profits of such Person arising from each

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Swap Agreement transaction. “Unrealized losses” means the fair market value of the cost to such Person of replacing such transaction as of the date of determination (assuming such transaction were to be terminated as of that date), and “unrealized profits” means

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the fair market value of the gain to such Person of replacing such transaction as of the date of determination (assuming such transaction was to be terminated as of that date).

"Non-Extending Lender" has the meaning set forth in Section 2.24(b).

"NYFRB" means

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the Federal Reserve Bank of New York.

~~"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.~~

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day

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and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a

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federal funds transaction quoted at 11:00 a.m., New York City time, on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined would be less than zero,

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such rate shall be deemed to be zero for purposes of this Agreement.

"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Obligations" means all unpaid principal of and accrued and unpaid

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interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other

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similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Borrower and its Subsidiaries to any of the Lenders, the Administrative Agent, any Issuing Bank or any indemnified party, individually or collectively,

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existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under

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this Agreement or any of the other Loan Documents or to the Lenders or any of their Affiliates under any Swap Agreement or any Banking Services Agreement or in respect of any of the Loans made or reimbursement or other obligations incurred or any of the Letters of Credit or other

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instruments at any time evidencing any thereof; provided that the definition of "Obligations" shall not create or include any guarantee by any Loan Party of (or grant of security interest by any Loan Party to support, as applicable) any Excluded Swap Obligations of such Loan Party for

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purposes of determining any obligations of any Loan Party. Notwithstanding the foregoing, and for the avoidance of doubt, obligations arising from Bond Hedges and letter of credit facilities that are not under this Agreement shall not be considered Obligations.

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"OFAC" means Office of Foreign Assets Control of the United States Department of the Treasury.

"Off-Balance Sheet Liability" of a Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person

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that is related to retained credit risk, or (b) any indebtedness, liability or obligation under any so-called "synthetic lease" transaction entered into by such Person.

"Original Currency" has the meaning set forth in Section 2.18(a).

"Other Connection Taxes" means,

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with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising solely from such Recipient having executed, delivered, become a party to,

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performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan, Letter of Credit or Loan Document).

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"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a

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security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"Overnight Bank Funding Rate" means, for any

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day, the rate comprised of both overnight federal funds and overnight eurodollar ~~borrowings~~**transactions denominated in Dollars** by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the

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NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Overnight Foreign Currency Rate" means, for any amount payable in a Foreign Currency, the rate of interest per annum

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as determined by the Administrative Agent at which overnight or weekend deposits in the relevant currency (or if such amount due remains unpaid for more than three (3) Business Days, then for such other period of time as the Administrative Agent may elect) for delivery

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in immediately available and freely transferable funds would be offered by the Administrative Agent to major banks in the interbank market upon request of such major banks for the relevant currency as determined above and in an amount comparable to the unpaid

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principal amount of the related Credit Event, plus any taxes, levies, imposts, duties, deductions, charges or withholdings imposed upon, or charged to, the Administrative Agent by any relevant correspondent bank in respect of such amount in such relevant currency.

"Participant" has the

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meaning assigned to such term in Section 9.04(c).

"Participant Register" has the meaning assigned to such term in Section 9.04(c).

"Participating Member State" means any member state of the European Union that adopts or has adopted the euro as its lawful currency in accorda

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nce with legislation of the European Union relating to economic and monetary union.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Encumbrances" means:

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(a) Liens imposed by law for Taxes or other governmental charges that are not yet delinquent or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlord's and other like Liens

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imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than sixty (60) days or are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in

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compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds

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and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII;

(f) easements, zoning

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restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere

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in any material respect with the ordinary conduct of business of the Borrower or any Subsidiary;

(g) leases or subleases granted to other Persons and not interfering in any material respect with the business of the lessor or subsessor;

(h) Liens arising

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from precautionary Uniform Commercial Code filings or similar filings relating to operating leases;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection within the importat

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ion of goods;

(j) licenses of intellectual property in the ordinary course of business;

(k) any interest or title of a lessor or subless or under any lease of real property or personal property; and

(l) Liens created pursuant to the

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general conditions of a bank operating in the Netherlands based on the general conditions drawn up by the Netherlands Bankers' Association (*Nederlandse Vereniging van Banken*) and the Consumers Union (*Consumentenbond*);

provided that the term "Permitte

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d Encumbrances" shall not include any Lien securing Indebtedness.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employe

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e pension benefit plan (other than a Multiemp loyer Plan) subject to the provision s of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminat ed, would

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under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 *et seq.*, as modified by Section 3(42) of ERISA, as amended from time to time.

"Pounds Sterling"

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or "£" means the lawful currency of the United Kingdom.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate

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published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any

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similar release by the Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"PTE" means a prohibited transaction class exemption issued

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by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support"

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has the meaning assigned to it in Section 9.18.

"Quotation Day" means, with respect to any Eurocurrency Borrowing for any Interest Period, (i) if the currency is Pounds Sterling, Australian Dollars or Canadian Dollars, the first day of such Interest Period, (ii) if the

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currency is euro, the day that is two (2) TARGET 2 Days before the first day of such Interest Period, and (iii) for any other currency, two (2) Business Days prior to the commencement of such Interest Period (unless, in each case, market practice differs in the relevant

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~~market where the LIBO Rate for such currency is to be determined, in which case the Quotation Day will be determined by the Administrative Agent in accordance with market practice in such market (and if quotations would normally be given on more than one day,~~

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~~then the Quotation Day will be the last of those days)).~~

"Recipient" means (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, as applicable.

"Reference Time" with respect to any setting of the then-current Benchmark means (~~1~~i) if such Benchm

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ark is the ~~LIBO~~**Term SOFR** Rate, ~~**11:00 a.m., London**~~ **5:00 a.m., Chicago** time, on the day that is two ~~**London banking days**~~**(2) U.S. Government Securities Business Days** preceding the date of such setting, ~~**and**~~ (~~**2**~~**ii**) if such Benchmark is ~~**not**~~ the ~~**LIBO Rate**~~**EURIBO Rate,**

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11:00 a.m., Brussels time, two (2) TARGET Days preceding the date of such setting, (iii) if such Benchmark is the TIBO Rate, 11:00 a.m., Japan time, two (2) Business Days preceding the date of such setting, (iv) if the RFR for such Benchmark is SONIA, then

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four (4) RFR Business Days prior to such setting, (v) if the RFR for such Benchmark is SARON, then five (5) RFR Business Days prior to such setting, (vi) if the RFR for such Benchmark is SORA, then five (5) RFR Business Days prior to such setting, (vii) if the RFR for such

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Benchmark is Daily Simple SOFR, then four (4) RFR Business Days prior to such setting or (viii) if such Benchmark is none of the Term SOFR Rate, Daily Simple SOFR, the EURIBO Rate, the TIBO Rate, SONIA, SARON or SORA, the time determined by

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the Administrative Agent in its reasonable discretion **after consultation with the Borrower**.

"Register" has the meaning assigned to such term in Section 9.04(b).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respectiv

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e partners, trustees, administrators, directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Relevant Governmental Body" means (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Board **and/**or

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the NYFRB~~,~~ or a committee officially endorsed or convened by the Board **and/**or the NYFRB~~,~~ or**, in each case,** any success or thereto~~-~~ **and,** (ii) with respect to a Benchmark Replacement in respect of Loans denominated in ~~any~~**Pounds Sterling, the Bank of**

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England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto, (iii) with respect to a Benchmark Replacement in respect of Loans denominated in euro, the European Central Bank, or a committ

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ee officially endorsed or convened by the European Central Bank or, in each case, any successor or thereto, (iv) with respect to a Benchmark Replacement in respect of Loans denominated in Swiss Francs, the Swiss National Bank, or a committee officially

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endorsed or convened by the Swiss National Bank or, in each case, any successor thereto, (v) with respect to a Benchmark Replacement in respect of Loans denominated in Japanese Yen, the Bank of Japan, or a committee officially endorsed or convened by the

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Bank of Japan or, in each case, any success or thereto, and (vi) with respect to a Benchmark Replacement in respect of

Loans denominated in any other Foreign Currency, (a) the central bank for the currency in which such Benchmark Replacement is

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denomin ated or any central bank or other supervis or which is responsi ble for supervisi ng either (1) such Benchm ark Replace ment or (2) the administr ator of such Benchm ark Replace ment or (b) any working group or committe e officially endorse d or convene d by (1) the central

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bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or

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other supervisors or (4) the Financial Stability Board or any part thereof.

"Relevant Rate" means (i) with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in ~~an Agreed Currency (other than euro, Australian~~ Dollars, ~~Canadian Dollars or Singapo~~

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~~re Dollars), the LIBO~~**the Adjusted Term SOFR** Rate, (ii) with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in euro, the **Adjusted** EURIBO Rate, (iii) with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in ~~Australi~~

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~~an~~Canadian Dollars, the ~~AUD~~CDOR Rate, (iv) with respect to any ~~Eurocurrency~~Term Benchmark Borrowing denominated in ~~Canadian~~Australian Dollars, the ~~CDOR~~Adjusted AUD Rate ~~or~~, (v) with respect to any ~~Eurocurrency~~Term Benchmark Borrowing

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denominated in **Japanese Yen, the Adjusted TIBO Rate, or (vi) with respect to any RFR Borrowing denominated in Pounds Sterling, Swiss Francs,** Singapore Dollars~~, the SIBOR Rate~~**or Dollars, the applicable Adjusted Daily Simple RFR**, as applicable.

"Relevant

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Screen Rate" means (i) with respect to any ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in ~~an Agreed Currency (other than euro, Australian~~ Dollars, ~~Canadian Dollars or Singapore Dollars), the LIBO Screen~~**the Term SOFR Reference** Rate,

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(ii) with respect to any ~~Eurocur rency~~Te rm Benchm ark Borrowin g denomin ated in euro, the EURIBO Screen Rate, (iii) with respect to any ~~Eurocur rency~~Te rm Benchm ark Borrowin g denomin ated in Australia n Dollars, the AUD Screen Rate, (iv) with respect to any ~~Eurocur~~

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~~rency~~Term Benchmark Borrowing denominated in Canadian Dollars, the CDOR Screen Rate or (v) with respect to any ~~Eurocurrency~~Term Benchmark Borrowing denominated in ~~Singapore Dollars~~Japanese Yen, the ~~SIBOR~~TIBO Screen Rate, as applicable.

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"Required Lenders" means, subject to Section 2.23, (a) at any time prior to the earlier of the Loans becoming due and payable pursuant to Article VII or the Commitments terminating or expiring, Lenders having Revolving Credit Exposures and Unfunded Commitments represen

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ting more than 50% of the sum of the Total Revolving Credit Exposure and Unfunded Commitments at such time, provided that, solely for purposes of declaring the Loans to be due and payable pursuant to Article VII, the Unfunded Commitment of each Lender shall be

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deemed to be zero; and (b) for all purposes after the Loans become due and payable pursuant to Article VII or the Commitments expire or terminate, Lenders having Revolving Credit Exposures representing more than 50% of the Total Revolving Credit Exposure at such time; provided

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that, in the case of clauses (a) and (b) above, (x) the Revolving Credit Exposure of any Lender that is the Swingline Lender shall be deemed to exclude any amount of its Swingline Exposure in excess of its Applicable Percentage of all outstanding Swingline Loans,

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adjusted to give effect to any reallocation under Section 2.23 of the Swingline Exposures of Defaulting Lenders in effect at such time, and the Unfunded Commitment of such Lender shall be determined on the basis of its Revolving Credit Exposure excluding such excess

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amount and (y) for the purpose of determining the Required Lenders needed for any waiver, amendment, modification or consent of or under this Agreement or any other Loan Document, any Lender that is the Borrower or an Affiliate of the Borrower shall be disregarded.

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"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Reuters" means, as applicable, Thomson Reuters Corp., Refinitiv, or any successor thereto.

"Revolving

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Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans, its LC Exposure and its Swingline Exposure at such time.

"Revolving Loan" means a Loan made pursuant to Section 2.01.

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"RFR" means, for any RFR Loan denominated in (a) Pounds Sterling, SONIA, (b) Swiss Francs, SARON, (c) Singapore Dollars, SORA and (d) Dollars, Daily Simple SOFR, and when used in reference to any Loan or Borrowing, means that such Loan, or the

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Loans comprising such Borrowing, bears interest at a rate determined by reference to the applicable Adjusted Daily Simple RFR.

"RFR Borrowing" means, as to any Borrowing, the RFR Loans comprising such Borrowing.

"RFR Business Day"

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means, for any Loan denominated in (a) Pounds Sterling, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London, (b) Swiss Francs, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks

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are closed for the settlement of payments and foreign exchange transactions in Zurich, (c) Singapore Dollars, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for the settlement of payments and foreign exchange transact

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ions in Singapore and (d) Dollars, a U.S. Government Securities Business Day.

"RFR Interest Day" has the meaning specified in the definition of "Daily Simple RFR".

"RFR Loan" means a Loan that bears interest at a rate based on the Adjusted Daily

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Simple RFR.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"Sale and Leaseback Transaction" means any sale or other transfer of assets or property by any Person with the intent to lease any such asset or property

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as lessee.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (~~at the time of this Agreement, Crimea,~~ **as of the Amendment No. 2 Effective Date, the so-called Donetsk People's Republic, the so-**

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called Luhansk People's Republic, the Crimea, Zaporizhzhia and Kherson Regions of Ukraine, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintain

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ed by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, ~~Her~~His Majesty's Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident

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in a Sanctioned Country, (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of any Sanctions.

"Sanctions" means all economic or financial sanctions or

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trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union,

any European Union member state, ~~Her~~His

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Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

"SARON" means, with respect to any Business Day, a rate per annum equal to the Swiss Average Rate Overnight for such Business Day published by the SARON Administrator on the

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SARON Administrator's Website.

"SARON Administrator" means the SIX Swiss Exchange AG (or any successor administrator of the Swiss Average Rate Overnight).

"SARON Administrator's Website" means SIX Swiss Exchange AG's website, currentl

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y at https:// www.six - group.c om, or any success or source for the Swiss Average Rate Overnig ht identifie d as such by the SARON Adminis trator from time to time.

"SEC" means the United States Securitie s and Exchang e Commis sion.

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~~"SIBOR Interpolated Rate" means, at any time, with respect to any Eurocurrency Borrowing denominated in Singapore Dollars and for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate)~~

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determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the SIBOR Screen Rate for the longest period (for which the SIBOR

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~~Screen Rate is availabl e for Singapo re Dollars) that is shorter than the Impacte d SIBOR Rate Interest Period; and (b) the SIBOR Screen Rate for the shortest period (for which the SIBOR Screen Rate is availabl e for Singapo re Dollars) that exceeds the Impacte~~

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d SIBOR Rate Interest Period, in each case, at such time; provided that if any SIBOR Interpolated Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"SIBOR Rate" means, with respect

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~~to any Eurocurrency Borrowing denominated in Singapore Dollars and for any Interest Period, the SIBOR Screen Rate at approximately 12:00 p.m., London time, on the Quotation Day for Singapore Dollars; provided that, if the SIBOR Screen Rate shall~~

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not be availabl e at such time for such Interest Period (an "Impact ed SIBOR Rate Interest Period") with respect to Singapo re Dollars then the SIBOR Rate shall be the SIBOR Interpol ated Rate.

"SIBO R Screen Rate" means, for any day and time,

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~~with respect to any Eurocurrency Borrowing denominated in Singapore Dollars and for any Interest Period, the rate administered by the Association of Banks in Singapore (or any other Person that takes over the administration of such rate) for Singapore~~

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~~Dollars with a tenor equal to such Interest Period displayed on page ABSFIX01 of the Reuters screen (or, in the event such rate does not appear on a Reuters page or screen, on any success or or substitute page on such screen or service that displays~~

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such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion). If the SIBOR Screen Rate as so determined would be less than zero,

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~~such rate shall be deemed to be zero for the purposes of this Agreement.~~

"Singapore Dollars" means the lawful currency of Singapore.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR

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Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's Website, currently at http://www.newyorkfed.org, or any

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successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Rate Day" has the meaning specified in the definition of "Daily Simple SOFR".

"~~**SOFR**~~ **SONIA**" means, with respect

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to any Business Day, a rate per annum equal to the ~~secured overnight financing rate~~**Sterling Overnight Index Average** for such Business Day published by the ~~SOFR~~**SONIA** Administrator on the ~~SOFR~~**SONIA** Administrator's Website ~~at approximately 8:00 a.m., New~~

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~~York City time,~~ on the immediately succeeding Business Day.

"~~SOFR~~ **SONIA** Administrator" means the ~~NYFRB~~ **Bank of England** (or ~~a~~**any** successor or administrator of the ~~secured overnight financing rate~~**Sterling Overnight Index Average**).

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"~~SOFR~~ **SONIA** Administrator's Website" means the ~~NYFRB's Website~~ **Bank of England's website**, currently at http://www.~~newyorkfed.org~~**bankofengland.co.uk**, or any successor source for the ~~secured overnight financing rate~~**Sterling Overnight Index Average** identified

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as such by the ~~SOFR~~**SONIA** Administrator from time to time.

"SORA" means, with respect to any Business Day, a rate per annum equal to the Singapore Overnight Rate Average published by the SORA Administrator on the SORA Administrator's Website, and in

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any case, if SORA is less than zero, SORA shall be deemed to be zero.

"SORA Administrator" means the Monetary Authority of Singapore (or any successor administrator of the Singapore Overnight Rate Average).

"SORA Administrator's

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Website ” means the Statistics page of the MAS website, http://www.mas.gov.sg, or any successor website officially designated by SORA Administrator from time to time (or as published by its authorized distributors).

“Specified Ancillary Obligations” means all

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obligations and liabilities (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) of any of the Subsidiaries, existing on the Effective

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Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, to the Lenders or any of their Affiliates under any

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Swap Agreement or any Banking Services Agreement; provided that the definition of "Specified Ancillary Obligations" shall not create or include any guarantee by any Loan Party of (or grant of security interest by any Loan Party to support, as applicable) any Excluded Swap Obligatio

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ns of such Loan Party for purposes of determining any obligations of any Loan Party.

"Specified Dutch Subsidiary" means Sonoma Holdings LLC acting in its capacity as general partner and in the name of Sonoma Holdings C.V., a limited partnership (*commanditaire vennoots*

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chap), established under Netherlands law, with address at 495 East Java Drive, Sunnyvale, California 94089, United States of America, and registered with the Dutch Chamber of Commerce under number 65185889, such general partner being a wholly-owned Subsidiary of the

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Borrower.

"Specified Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity

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Exchange Act or any rules or regulations promulgated thereunder.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximu

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m reserve~~, liquid asset, fees or similar requirements~~**percentage** (including any marginal, special, emergency or supplemental reserves~~or other requirements) established by any central bank, monetary authority, the Board, the Financial Conduct Authority, the~~

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~~Prudential Regulation Authority, the European Central Bank or other Governmental Authority for any category of deposits or liabilities customarily used to fund loans in the applicable currency, expressed in the case of each such require~~

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~~ment as a decimal. Such reserve, liquid asset, fees or similar require ments~~) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the applicable Relevant Rate for eurocurrency funding (currently referred

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to as “Eurocurrency liabilities” in Regulation D) or any other reserve ratio or analogous requirement of any central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Loans. Such

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reserve percentage shall include those imposed pursuant to Regulation D ~~of the Board. Eurocurrency Loans~~. Term Benchmark Loans for which the associated Benchmark is adjusted by reference to the Statutory Reserve Rate (per the related definition of

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such Benchmark) shall be deemed to constitute eurocurrency funding and to be subject to such reserve~~, liquid asset, fee or similar~~ requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any

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Lender under ~~any applicable law, rule or regulation, including~~ Regulation D ~~of the Board~~**or any comparable regulation**. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve~~, liquid asset or similar require~~

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~~ment~~per centage.

"Subordinated Indebtedness" means any Indebtedness of the Borrower or any Subsidiary the payment of which by its terms is subordinated to payment of the obligations under the Loan Documents.

"subsidiary" means, with respect to any Person (the "parent")

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at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with

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GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary

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voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one

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or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"Subsidiary Guarantor" means each Material Subsidiary that is a Domestic Subsidiary and party to the Subsidiary Guaranty, but excluding any Excluded Domesti

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c Subsidiary. The Subsidiary Guarantors on the Effective Date are identified as such in Schedule 3.01 to the Disclosure Letter.

"Subsidiary Guaranty" means that certain Guaranty in the form of Exhibit D (including any and all supplements thereto) and executed by each

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Subsidiary Guarantor, and any other guaranty agreements as are requested by the Administrative Agent and its counsel, in each case as amended, restated, supplemented or otherwise modified from time to time.

"Supported QFC" has the meaning assigned to it in

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Section 9.18.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement dealing with interest rates, currency exchange rates or commodity prices, either generally or under specific

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contingencies.

"Swap Obligations" of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substituti

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ons therefor), under (a) any and all Swap Agreements, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans

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outstanding at such time. The Swingline Exposure of any Lender at any time shall be the sum of (a) its Applicable Percentage of the aggregate principal amount of all Swingline Loans outstanding at such time (excluding, in the case of any Lender that is a Swingline

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Lender, Swingline Loans made by it that are outstanding at such time to the extent that the other Lenders shall not have funded their participations in such Swingline Loans), adjusted to give effect to any reallocation under Section 2.23 of the Swingline Exposure of

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Defaulting Lenders in effect at such time, and (b) in the case of any Lender that is a Swingline Lender, the aggregate principal amount of all Swingline Loans made by such Lender as a Swingline Lender outstanding at such time (less the amount of participations

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funded by the other Lenders in such Swingline Loans).

"Swingline Lender" means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.05.

"Swingline Sublimit"

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means $10,000,000.

"Swiss Francs" means the lawful currency of Switzerland.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer ~~(TARGET2)~~ payment system **which utilizes a single shared platform and**

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which was launched on November 19, 2007.

"TARGET Day" means any day on which TARGET 2 (or, if such payment system ceases to be operative, such other payment system ~~(~~, if any~~)~~ ~~reasonably~~, determined by the Administrative Agent to be a suitable replacement) is

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open for the settlement of payments in euro.

~~"TARGET2 Day" means a day that TARGET2 is open for the settlement of payments in euro.~~

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholdi

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ng), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

~~"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-~~

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~~looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.~~

"Term Benchmark", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowi

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ng, bears interest at a rate determined by reference

to the Adjusted Term SOFR Rate, the Adjusted EURIBO Rate, the CDOR Rate, the Adjusted AUD Rate or the Adjusted TIBO Rate.

"Term SOFR ~~Notice" means a notification by the~~

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~~Administrative Agent to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event.~~ Determination Day" has the meaning assigned to it under the definition of Term SOFR Reference Rate.

"Term SOFR ~~Transition Event~~" ~~means the~~

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~~determination by the Administrative Agent that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for the Administrative Agent and (c) a Benchmark Transition~~

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~~Event or an Early Opt-in Election, as applicable, has previously occurred resulting in a Benchmark Replacement in accordance with Section 2.14 that is not Term SOFR.~~**Rate" means, with respect to any Term Benchmark Borrowing denominated in Dollars and for**

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any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the

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applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing denominated in

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Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m. (New

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York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not

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occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S.

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Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Govern

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ment Securities Business Days prior to such Term SOFR Determination Day.

"TIBO Rate" means, with respect to any Term Benchmark Borrowing denominated in Japanese Yen and for any Interest Period, the TIBO Screen Rate two (2) Business Days

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prior to the commencement of such Interest Period.

"TIBO Screen Rate" means the Tokyo interbank offered rate administered by the Ippan Shadan Hojin JBA TIBOR Administration (or any other person which takes over the administration of that rate) for

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the relevant currency and period displayed on page DTIBOR01 of the Reuters screen (or, in the event such rate does not appear on such Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropri

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ate page of such other information service that publishes such rate as selected by the Administrative Agent from time to time in its reasonable discretion) as published at approximately 1:00 p.m., Japan time, two (2) Business Days prior to the commencemen

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t of such Interest Period.

"Total Revolving Credit Exposure" means, at any time, the sum of (a) the outstanding principal amount of the Revolving Loans and Swingline Loans at such time and (b) the total LC Exposure at such time.

"Transactions" means the executio

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n, delivery and performance by the applicable Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions, and the issuance of Letters of Credit hereunder.

"Type", when used in reference to any Loan or Borrowin

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g, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted ~~LIBO~~**Term SOFR** Rate, the Adjusted EURIBO Rate, the Adjusted ~~**AUD**~~**TIBO** Rate, the ~~**Adjusted**~~ CDOR Rate ~~**or**~~**,** the Adjusted ~~**SIBOR Rate or**~~**Daily Simple**

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RFR, the Alternate Base Rate**, the Japanese Prime Rate, the Canadian Prime Rate or the Central Bank Rate**.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by

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the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and

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certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replace

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ment" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfunded Commitment" means, with respect to each Lender, the Commitment of such Lender less its Revolving Credit Exposure.

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"United States" or "U.S." mean the United States of America.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the

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fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

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"U.S. Special Resolution Regime" has the meaning assigned to it in Section 9.18.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

"wholly-owned Subsidiary" means any Subsidiary, 100% of the Equity Interests of which

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are owned, directly or indirectly, by the Borrower, other than any directors' qualifying shares as required by law or shares held by nominees on behalf of the Borrower or any Subsidiary as required by law.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a

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complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Write-Down and Conversion Powers" means,

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(a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion

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powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK

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Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right

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had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement,

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Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "~~Eurocurrency~~**Term Benchmark Loan**" or an "**RFR** Loan") or by Class and Type (e.g., a "~~Eurocurrency~~**Term Benchmark Revolving Loan**" or an "**RFR** Revolving Loan"). Borrowings also may be classifie

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d and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "~~Eurocurrency~~**Term Benchmark Borrowing" or an "RFR** Borrowing") or by Class and Type (e.g., a "~~Eurocurrency~~**Term Benchmark Revolving Borrowing" or an "RFR** Revolving Borrowing").

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SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”,

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“includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including

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g official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders and decrees, of all Governmental Authorities. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or

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other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any

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definition of or reference to any law, statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such

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Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construe

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d to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) the words “asset” and “property” shall be

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construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP; Pro Forma Calculations. (a) Except as otherwise expressl

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y provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any

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change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after

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such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in

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accordance herewith; provided, further, that in the event that the Borrower requests such an amendment, the Administrative Agent and the Required Lenders shall negotiate in good faith to evaluate such proposed amendment. Notwithstanding any other provision contained herein (and other than in connecti

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on with the preparation and delivery of financial statements in accordance with GAAP pursuant to Section 5.01(a) and Section 5.01(b)), all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall (notwithstanding such preparati

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on and delivery of such financial stateme nts) be made (i) without giving effect to any election under Financial Accounti ng Standard s Board Accounti ng Standard s Codificat ion 825 (or any other Accounti ng Standard s Codificat ion or Financial Accounti ng Standard having a similar result or effect) to value any

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Indebtedness or other liabilities of the Borrower or any Subsidiary at “fair value”, as defined therein, (ii) without giving effect to any treatment of Indebtedness under Accounting Standards Codification 470-20 or 2015-03 (or any other Accounting Standards Codification or Financial Accounting

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Standard having a similar result or effect) to value any such Indebted ness in a reduced or bifurcate d manner as describe d therein, and such Indebted ness shall at all times be valued at the full stated principal amount thereof and (iii) in a manner such that any obligatio ns relating to a lease that was accounte

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d for by such Person as an operating lease as of December 31, 2015 and any similar lease (or renewal thereof) entered into after December 31, 2015 by such Person (or any Subsidiary or Affiliate of such Person) shall be accounted for as obligations relating to an operating lease and not as Capital Lease

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Obligations.

(b)All pro forma computations required to be made hereunder giving effect to any acquisition or disposition, or issuance, incurrence or assumption of Indebtedness, or other transaction shall in each case be calculated giving pro forma effect thereto (and, in

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the case of any pro forma computation made hereunder to determine whether such acquisition or disposition, or issuance, incurrence or assumption of Indebtedness, or other transaction is permitted to be consummated hereunder, to any other such transaction consummated since

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the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of theperiod of four consecutive fiscal quarters ending with the most recent fiscal quarter

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for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the delivery of any such financial statements, ending with the last fiscal quarter included in the financial statements referred to in Section 3.04(a))

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, and, to the extent applicable, to the historical earnings and cash flows associated with the assets acquired or disposed of (but without giving effect to any synergies or cost savings) and any related incurrence or reduction of Indebtedness, all in accordance with

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Article 11 of Regulation S-X under the Securities Act to the extent applicable. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the

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applicable rate for the entire period (taking into account any Swap Agreement applicable to such Indebtedness).

SECTION 1.05. Interest Rates; ~~LIBOR~~**Benchmark** Notification. The interest rate on a Loan denominated in ~~an~~ ~~Agreed~~ **Dollars or a Foreign** Currency may be derived from an interest

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rate benchmark that **may be discontinued or** is, or may in the future become, the subject of regulatory reform. ~~**Regulators have signaled the need to use alternative benchmark reference rates for some of these interest rate benchmarks and, as a result, such interest rate benchm**~~

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arks may cease to comply with applicable laws and regulations, may be permanently discontinued, and/or the basis on which they are calculated may change. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term

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borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the

ICE Benchm

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~~ark Administration (together with any successor to the ICE Benchmark Administrator, the "IBA") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be~~

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~~available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurocurrency Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be~~

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~~used in place of the London interbank offered rate.~~ Upon the occurrence of a Benchmark Transition Event, ~~a Term SOFR Transition Event or an Early Opt-in Election~~, Section 2.14(b) ~~and Section 2.14(c) provide~~ **provides** a mechanism for determining an alternative rate of interest. The ~~Administrative Agent~~

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~~will promptly notify the Borrower, pursuant to Section 2.14(e), of any change to the reference rate upon which the interest rate on Eurocurrency Loans is based. However, the~~ Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect

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to, the administration, submission, **performance** or any other matter related to ~~the London interbank offered rate or other rates in the definition of "LIBO Rate" (or "EURIBO Rate", "AUD Rate", "CDOR Rate" or "SIBOR Rate", as applicable)~~**any interest rate used in this Agreement,** or

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with respect to any alternative or successor rate thereto, or replacement rate thereof ~~(including, without limitation, (i) any such alternative, successor or or replacement rate implemented pursuant to Section 2.14(b) or Section 2.14(c), whether upon the occurrence of a Benchm~~

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~~ark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.14(d)),~~ , including without limitation, whether the composition or characteristics of any such alternativ

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e, success or or replace ment referenc e rate will be similar to, or produce the same value or economi c equivale nce of, the ~~LIBO Rate (or the EURIBO Rate, the AUD Rate, the CDOR Rate or the SIBOR Rate, as applicab le)~~existi ng interest rate being replace d or have the same volume

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or liquidity as did ~~the London interbank offered rate (or the euro interbank offered rate, the Australian Dollar bid reference rate, the Canadian Dollar interbank offered rate or the Singapore Dollar interbank offered rate, as applicable)~~**any existing interest rate** prior to its discontin

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uance or unavailability. **The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replace**

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ment) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates

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referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs,

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losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.06. Letter of Credit Amounts. Unless otherwise specified

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herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; provided that, with respect to any Letter of Credit that, by its terms or the terms of any Letter of Credit Agreement related thereto, provides for one or more automatic increase

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s in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time.

SECTION 1.07. Divisions. For all purpose

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s under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be

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deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person

shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

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SECTION 1.08. Amendment and Restatement of Existing Credit Agreement. The parties to this Agreement agree that, upon (i) the execution and delivery by each of the parties hereto of this Agreement and (ii) satisfaction of the conditions set forth in Section 4.01, the terms and provisions of the Existing Credit Agreeme

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nt shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Agreement. This Agreement is not intended to and shall not constitute a novation. All “Loans” made and “Obligations” incurred under the Existing Credit Agreement which are outstanding on

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the Effective Date shall continue as Loans and Obligations under (and shall be governed by the terms of) this Agreement and the other Loan Documents. Without limiting the foregoing, upon the Effective Date: (a) all references in the "Loan Documents" (as defined in the Existing Credit Agreement) to the "Adminis

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trative Agent", the "Credit Agreement" and the "Loan Documents" shall be deemed to refer to the Administrative Agent, this Agreement and the Loan Documents, (b) the Existing Letters of Credit which remain outstanding on the Effective Date shall continue as Letters of Credit under (and shall be

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governed by the terms of) this Agreement, (c) all obligations constituting "Obligations" owed to any Lender (other than Departing Lenders) or any Affiliate of such Lender under the Existing Credit Agreement which are outstanding on the Effective Date shall continue as Obligations under this

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Agreement and the other Loan Documents, (d) the Administrative Agent shall make such reallocations, sales, assignments or other relevant actions in respect of each Lender's Revolving Credit Exposure under the Existing Credit Agreement as are necessary in order that each such Lender's Revolvin

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g Credit Exposure and outstanding Revolving Loans hereunder reflects such Lender's Applicable Percentage of the Total Revolving Credit Exposure on the Effective Date, (e) the existing Loans (if any) of each Departing Lender shall be repaid in full (which payment shall be accompanied by any accrued and unpaid

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interest and fees thereon), each Departing Lender's "Commitment" under the Existing Credit Agreement shall be terminated and each Departing Lender shall not be a Lender hereunder or have any obligation to make Loans or extend credit under this Agreement or to participate in Letters of Credit issued or

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Swingline Loans made under the Existing Credit Agreement (with all existing participations of each Departing Lender in Letters of Credit and Swingline Loans deemed to be terminated) or to reimburse any party for LC Disbursements in respect thereof (provided, however, that each Departing Lender shall

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continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 in respect of Commitments existing, and Revolving Loans made, prior to the Effective Date) and (f) the Borrower hereby agrees to compensate each Lender (and each Departing Lender) for any and all losses, costs

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and expenses incurred by such Lender (and such Departing Lender) in connection with the sale and assignment of any ~~Eurocurrency~~**Term Benchmark** Loans (including the "Eurocurrency Loans" under **(and as defined in)** the Existing Credit Agreement) and such reallocation (and any

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repayment or prepayment of each Departing Lender's existing Loans (if any)) described above, in each case on the terms and vested in the manner set forth in Section 2.16 hereof. Each Departing Lender, by its execution 3 or 4, Participant will have no right to payment of its Departing Lender Signature Page,

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notwithstanding any such Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the time period specified Company, payable (if at all) only from the general assets of the Company.

3. **Vesting Schedu**

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le. Except as provided in Section 2.114, and subject to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Unless specifically provided

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otherwise in this Award Agreement or other written agreement authorized by the Administrator between Participant and the Company or any Parent or Subsidiary of the Existing Credit Company, as applicable, governing the terms of this Award,

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Restricted Stock Units scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in accordance with any of the provisions of this Award Agreement, consents to delivery on or prior to unless Participant will

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have been continuously a Service Provider from the Effective Date of Grant until the notice of prepayment with respect to prepayment of its loans under the Existing Credit Agreement. date such vesting occurs.

Article II 4. **Payment after Vesting**.

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SECTION 2.01. (a) **Commitments**

General Rule. Subject to Section 7, each Restricted Stock Unit that vests will be paid to Participant (or in the terms and conditions set forth herein, each Lender (severally and not jointly) agrees event of Participant's death,

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to make Revolving Loans his or her properly designated beneficiary or estate) in whole Shares. Subject to the Borrower in Agreed Currencies from time to time during the Availability Period in an aggregate principal amount that will not result (after giving effect to

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any application provisions of proceeds of Section 2 and Section 4(c), such Borrowing to any Swingline Loans outstanding pursuant to Section 2.10(a)) in (a) subject to Sections 2.04 and 2.11(b), the Dollar Amount of

such Lender's Revolving Credit

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Exposure exceeding such Lender's Commitment or (b) subject to Sections 2.04 and 2.11(b), the Dollar Amount of the Total Revolving Credit Exposure exceeding the Aggregate Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the

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Borrower may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings. (a) Each Revolving Loan (other than a Swingline Loan) vested Restricted Stock Units shall be made paid as part soon as practicable after vesting, but in each such case within sixty (60) days

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following the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of a Borrowing consisting of Revolving Loans made by the Lenders ratably in accordance with their respective Commitments. The failure payment of any Lender to make any

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Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Any Swingline Loan shall be made in accordance with

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the procedures set forth in Section 2.05. Restricted Stock Units payable under this Award Agreement.

(b) **Subject to Section 2.14, each Revolving Borrowing shall be comprised** **Discretionary Acceleration**(i). The Administrator, in its discretion, may acceler

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ate the case of Borrowings in Dollars, entirely of ABR Loans or ~~Eurocurrency Loans~~**Term Benchmark Loans and (ii) in the case of Borrowings in any other Agreed Currency, entirely of Term Benchmark Loans or RFR Loans, as applicable, in each case**ves**ting of the same Agreed Currenc**

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y, as the Borrower may request in accordance herewith; provided that each ABR Loan shall only be made in Dollars. Each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Loan by causing any domestic balance, or foreign branch or Affiliate of such Lender

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to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.14, 2.15, 2.16 and 2.17 shall apply to such Affiliate to the same extent as to such Lender); provided that any exercise of such option shall not affect the obligation some lesser portion of the Borrower balance, of the unvested Restricte

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d Stock Units at any time, subject to repay such Loan in accordance with the terms of this Agreement. the Plan. If so accelerated, such

Restricted Stock Units will be considered as having vested as of the date specifie

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d by the Administrator.

(c)**At the commencement of each Interest Period for any ~~Eurocurrency~~Term Benchmark** Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 (or, if such Borrowing is denominated in (i) Japanes

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e Yen, ¥100,000,000 and (ii) a Foreign Currency other than Japanese Yen, 1,000,000 units of such currency) and not less than $1,000,000 (or, if such Borrowing is denominated in (i) Japanese Yen, ¥100,000,000 and (ii) a Foreign Currency other than Japanese Yen, 1,000,000 units of such currency). At the time that each

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ABR Revolving Borrowing **and/or RFR Revolving Borrowing** is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $1,000,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the

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entire unused balance of the Aggregate Commitment or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Each Swingline Loan shall be in an amount that is an integral multiple of $100,000 and not less than $500,000. Borrowings of more than one

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Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of fifteen (15) ~~Eurocurrency~~**Term Benchmark Revolving Borrowings or RFR** Revolving Borrowings outstanding.

(d) Notwithstanding any other provision of this

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Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Requests for Borrowings 409A. To request a Revolving Borrowi

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ng, the Borrower shall notify the Administrative Agent of such request (a) by irrevocable written notice (via a written Borrowing Request signed by the Borrower) **(i)** in the case of a ~~**Eurocurrency**~~**Term Benchmark** Borrowing **denominated in Dollars**, not later than 11:00 a.m.,

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~~Local Time~~New York City time, three (3) U.S. Government Securities Business Days ~~(~~before the date of the proposed Borrowing, (ii) in the case of a ~~Eurocurrency~~Term Benchmark Borrowing denominated in euro, Japanese Yen or Canadian Dollars~~)~~ ~~or by irrevocable~~

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~~written notice (via a written Borrowing Request signed by the Borrower),~~ not later than ~~11:00 a.m., Local Time~~**11:00 a.m., New York City time,** four (4) Business Days ~~(~~**before the date of the proposed Borrowing, (iii)** in the case of ~~a Eurocurrency~~**an RFR** Borrowing denominated in ~~a Foreign~~

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~~Currency), in each case~~Pounds Sterling, not later than 11:00 a.m., New York City time, five (5) RFR Business Days before the date of the proposed Borrowing, (iv) in the case of an RFR Borrowing denominated in Swiss Francs, not later than 11:00 a.m., New York City time,

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five (5) RFR Business Days before the date of the proposed Borrowing and (vi) in the case of an RFR Borrowing denominated in Singapore Dollars, not later than 11:00 a.m., New York City time, five (5) RFR Business Days before the date of the proposed Borrowing or (b) by

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irrevocable written notice (via a written Borrowing Request signed by the Borrower) in the case of an ABR Borrowing, not later than 12:00 noon, New York City time, on the date of the proposed Borrowing. Each such Borrowing Request shall specify the following information in compliance with

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Section 2.02:

(i)If Participant is a U.S. taxpayer, the **Agreed Currency payment of vested Shares pursuant to this Award Agreement (including any discretionary acceleration under Section 4(b)) shall in all cases be paid at a time or in a manner that is exempt from, or**

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complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and the aggregate principal amount of the requested Borrowing;specific reference to such sentence.

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(ii) Notwithstanding anything in the Plan or this Award Agreement or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock

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Units is accelerated in connection with the termination of Participant's status as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Administrator), other than due to Particip

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ant's death, and if (x) Participant is a U.S. taxpayer and a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in

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the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following the cessation of Participant's status as a Service Provider, then the payment of such accelerated Restricted Stock Units will not

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be made until the date six (6) months and one (1) day following the date of such Borrowing, cessation of Participant's status as a Service Provider, unless Participant dies following his or her termination as a Service Provider, in which shall case, the Restricted Stock

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Units will be a Business Day; paid in Shares to Participant's estate as soon as practicable following his or her death.

(iii) whether such Borrowing It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereund

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er be an ABR Borrowing~~exempt from, or~~, a ~~Eurocurrency~~**Term Benchmark Borrowing or an RFR** Borrowing;

(iv)in the case of a ~~Eurocurrency~~**Term Benchmark** Borrowing, the ~~Agreed Currency and~~ initial Interest Period to be applicable thereto, which shall be a period contemplated by the

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definitio n of the term “Interest Period”; and

(v)the location and number of the Borrowe r’s account to which funds are to be disburse d, which shall comply with, the require ments of Section 2.07.

If no election as 409A so that none of the Restricte d Stock Units provided under

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this Award Agreement or Shares issuable thereunder will be subject to the Type additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is

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intended to constitute a separate payment for purposes of Revolving Borrowing Treasury Regulations Section 1.409A-2(b)(2). To the extent necessary to comply with Section 409A, references to termination of Participant's status as a Service Provider, terminati

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on of employment, or similar phrases will be references to Participant's "separation from service" within the meaning of Section 409A. In no event will the Company or any Parent or Subsidiary of the Company have any responsibility, liability, or obligation to reimburse,

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indemnify, or hold harmless Participant (or any other person) for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

5. **Forfeiture Upon Termination as a Service Provider**. Unless specifically

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provided otherwise in this Award Agreement or other written agreement authorized by the Administrator between Participant and the Company or any of its Subsidiaries or Parents, as applicable, governing the terms of this Award, if Particip

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ant ceases to be a Service Provider for any or no reason, the then-unvested Restricted Stock Units awarded by this Award Agreement will

thereupon be forfeited at no cost to the Company and

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Participant will have no further rights thereunder.

6. **Death of Participant**. Any distribution or delivery to be made to Participant under this Award Agreement, if Participant is specified, then deceased, will be made to Participant's designated benefici

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ary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Compa

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ny to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. **Tax Obligations**

(a) **Responsibility for Taxes**. Participant acknowledges that, regardless of any action taken by the Compa

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ny or, if different, Participant's employer or any Parent or Subsidiary of the Company to which Participant is providing services (together, the "**Service Recipients**"), the ultimate liability for any tax and/or social insurance liability obligatio

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ns and require ments in connecti on with the Restrict ed Stock Units, includin g, without limitatio n, (i) all federal, state, and local taxes (includin g Particip ant's Federal Insuran ce Contrib utions Act (FICA) obligatio ns) that are required to be withheld

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by any Service Recipient or other payment of tax-related items related to Participant's participation in the case Plan and legally applicable to Participant, (ii) Participant's and, to the extent required by any Service Recipient, the Service Recipient's fringe benefit

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tax liability, if any, associated with the grant, vesting, or settlement of a Borrowing denominated in Dollars, the requested Revolving Borrowing shall be an ABR Borrowing. If no Interest Period is specified dRestricted Stock Units or sale of Shares, and (iii)

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any other Service Recipient taxes the responsibility for which Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or settlement thereof or issuance of Shares thereunder) (collectively, the "**Tax Obligations**"), is and remains

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Participant's sole responsibility and may exceed the amount actually withheld by the applicable Service Recipient(s). Participant further acknowledges that no Service Recipient (A) makes any requested ~~Eurocurrency~~**Term Benchmark** Revolving

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Borrowing, then representations or undertakings regarding the Borrower shall be deemed treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, have selected an Interest Period the grant, vesting or settlement of one

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month's duration. Promptly following the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement, if applicable, and the receipt of a Borrowing Request in accordance with this Section, any dividends or other distributions, and (B)

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makes any commitment to and is under any obligation to structure the Administrative Agent shall advise each Lender terms of the details thereof grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or

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achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the applicable

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Service Recipient(s) (or former employer, as applicable) may be required to withhold or account for Withholding Obligations (as defined below) in more than one jurisdiction.

(b)**Tax Withholding**. Pursuant to such procedures as the Administrator may specify

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from time to time, the Service Recipient will withhold the amount required to be withheld for the payment of Tax Obligations (the "**Withholding Obligations**"). The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time,

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may permit Participant to satisfy such Withholding Obligations, in whole or in part (without limitation), if permissible by applicable local law, by: (i) paying cash in U.S. dollars, (ii) having the Company withhold otherwise deliverable Shares having

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a fair market value equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Obligations (or such

greater amount as Participant may elect if

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permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial accounting consequences) ("**Net Share Withholding**"), (iii) withholding the amount of such Lender's Loan Withholdin

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g Obligations from Participant's wages or other cash compensation paid to Participant by the applicable Service Recipient(s), (iv) delivering to the Company Shares that Participant owns and that already have vested with a fair market value

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equal to the Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse financial accounting consequences)

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, (v) selling a sufficient number of such Shares otherwise deliverable to Participant, through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the minimum amount that is necessary to

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meet the withholding requirement for such Withholding Obligations (or such greater amount as Participant may elect if permitted by the Administrator or such greater amount as the Administrator may determine, if such greater amount would not result in adverse

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financial accounting consequences) (“**Sell to Cover**”), or (vi) such other means as the Administrator deems appropriate. If the Withholding Obligations are satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number

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of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Withholding Obligations. To the extent determined appropriate by the Company in its discretion, it will

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have the right (but not the obligation) to satisfy any Withholding Obligations by Net Share Withholding. If Net Share Withholding is the method by which such Withholding Obligations are satisfied, the Company will not withhold on a fractional Share

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basis to satisfy any portion of the Withholding Obligations and, unless the Company determines otherwise, no refund will be made to Participant for the value of the portion of a Share, if any, withheld in excess of the Withholding Obligations. If a

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Sell to Cover is the method by which Withholding Obligations are satisfied, Participant agrees that as part of the requested Borrowing.

SECTION 2.04. Determination Sell to Cover, additional Shares may be sold to satisfy any associated broker or other fees. Only

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whole Shares will be sold pursuant to a Sell to Cover. Any proceeds from the sale of Dollar Amounts. The Administrative Agent will determine the Dollar Amount of:

(a) any Loan denominated Shares pursuant to a Sell to Cover that are in a Foreign Currency, on each ex cess of the followin

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g:
(i) Withholding Obligations and any associated broker or other fees will be paid to Participant in accordance with procedures the date of the Borrowing of such Loan and (ii) **(A) with respect to any Term Benchmark Loan,** each date of a conversion or continuation of

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such Loan pursuant to the terms of this Agreement, and (B) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically

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corresponding day in such month, then the last day of such month),

(b) any Letter of Credit denominated in a Foreign Currency, on each of the following: (i) the date on which such Letter of Credit is issued, (ii) the first Business Day of each calendar month

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and (iii) the date of any amendment of such Letter of Credit that has the effect of increasing the face amount thereof, and

(c)any Credit Event, on any additional date as the Administrative Agent Company may determine at any time when an Event of Default exists.

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Each day upon or as of which the Administrative Agent determines Dollar Amounts as described in the preceding clauses (a), (b) and (c) is herein described as a "Computation Date" with respect to each Credit Event for which a Dollar Amount is determined on or as of

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such day.

SECTION 2.05. Swingline Loans. (a) Subject to the terms and conditions set forth herein, the Swingline Lender may in its sole discretion make Swingline Loans in Dollars to the Borrower specify from time to time during the Availability Period, in an aggregate principal

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amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding the Swingline Sublimit, (ii) the Swingline Lender's Revolving Credit Exposure exceeding its Commitment or (iii) the Dollar Amount of the Total Revolving Credit Exposur

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e exceeding the Aggregate Commitment; provided that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow,

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prepay and reborrow Swingline Loans. time.

(b) To request a Swingline Loan, the Borrower shall notify the Administrative Agent of such request by irrevocable written notice (via a written Borrowing Request in a form approved by the Administrative Agent and

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signed by the Borrower), not later than 12:00 noon, New York City time, on the day of a proposed Swingline Loan. Each such notice shall be in a form approved by the Administrative Agent, shall be irrevocable and shall specify the requested date (which shall be a Busines

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s Day) and amount of the requested Swingline Loan. The Administrative Agent will promptly advise the Swingline Lender of any such notice received from the Borrower. The Swingline Lender shall make each Swingline Loan available to the Borrower by means

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of a credit to an account of the Borrower with the Administrative Agent designated for such purpose (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e), by remittance to the relevant Issuing Bank)

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by 3:00 p.m., New York City time, on the requested date of such Swingline Loan.

(c) **The Swingline Lender Tax Consequences**. Participant has reviewed with his or her own tax advisers the U.S. federal, state, local and non-U.S. tax consequences of this investm

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ent and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisers and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands

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that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by written notice given this Award Agreement.

(d) **Company's Obligation to Deliver**

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Shares. For clarification purposes, in no event will the Company issue Participant any Shares in settlement of the Restricted Stock Units unless and until arrangements satisfactory to the Administrative Agent require Administrator have been made

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for the Lenders payment of Participant's Withholding Obligations. If Participant fails to acquire participations make satisfactory arrangements for the payment of such Withholding Obligations hereunder at the time any applicable Restricted Stock

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Units otherwise are scheduled to vest pursuant to Sections 3 or 4 or Participant's Withholding Obligations otherwise become due, Participant permanently will forfeit such Restricted Stock Units to which Participant's Withholding Obligati

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on relates and any right to

receive Shares thereunder in all or a portion settlement of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which

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Lenders Restricted Stock Units and such Restricted Stock Units will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Applicable Percent

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age of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, promptly upon receipt of such notice from the Administrative Agent (and in any event, if such notice is received by 12:00 noon, New York City time, on a Busines

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s Day, no later than 5:00 p.m., New York City time, on such Business Day and if received after 12:00 noon, New York City time, on a Business Day, no later than 10:00 a.m., New York City time, on the immediately succeeding Busines

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s Day), to pay be returned to the Administrative Agent, for Company at no cost to the account of the Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender Company. Participant acknowledges and

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agrees that its obligation the Company may permanently refuse to acquire participations issue or deliver the Shares in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, includin

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g the occurrence and continuance of a Default or reduction or termination settlement of the Commitments, and that each Restricted Stock Units if such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each

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Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in Withholding Obligations are not delivered at the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and

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Section 2.07 shall apply, mutatismutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrow

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er of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the

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Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent

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shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender

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or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the

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payment thereof.

(d) The Swingline Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Swingline Lender and the successor Swingline Lender. The Administrative Agent shall notify the Lenders of any such replacement of

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the Swingline Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid interest accrued for the account of the replaced Swingline Lender (in its capacity as such) pursuant to Section 2.13(a). From and after the effective date of any such replacement, (i) the success

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or Swingline Lender shall have all the rights and obligations of the replaced Swingline Lender under this Agreement with respect to Swingline Loans made thereafter and (ii) references herein to the term "Swingline Lender" shall be deemed to refer to such successor or or to any previous Swingline Lender,

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or to such success or and all previous Swingline Lenders, as the context shall require. After the replacement of a Swingline Lender hereunder, the replaced Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swingline Lender under this Agreement with

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respect to Swingline Loans made by it prior to its replacement, but shall not be required to make additional Swingline Loans.

(e) Subject to the appointment and acceptance of a successor Swingline Lender, the Swingline Lender may resign as a Swingline Lender at any time

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upon thirty (30) days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such Swingline Lender shall be replaced in accordance with Section 2.05(d) above.

SECTION 2.06. **Letters of Credit**

8. **Merger or Change**

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in Control. (a) General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance of Letters of Credit denominated in Agreed Currencies as the applicant thereof for the support of its or its Subsidiaries' obligations, in a form reasonably acceptable to the Administ

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rative Agent and the relevant Issuing Bank, at any time and from time to time during the Availability Period, and such Issuing Bank may, in its sole discretion, agree to issue such Letters of Credit. Notwithstanding anything herein to the contrary, no Issuing Bank shall have any obligation hereunder to issue

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any Letter of Credit if (i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any law applicable to such Issuing Bank shall prohibit, or require that such Issuing Bank refrain

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from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or

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shall impose upon such Issuing Bank any unreimbursed loss, cost or expense that was not applicable on

the Effective Date and that the Issuing Bank in good faith deems material to it or (ii) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank applicabl

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e to letters of credit generally.

(b) Notice of Issuance, Amendment, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or telecop

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y (or transmit by electron ic commu nication , if arrange ments for doing so have been approve d by the relevant Issuing Bank) to the relevant Issuing Bank and the Adminis trative Agent (reason ably in advanc e of the request ed date of issuanc e, amend ment or extensi on, but in any event

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no less than three (3) Business Days) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended or extended, and specifying the date of issuance, amendment or extension (which shall be a Business Day), the date on which

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such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the Agreed Currency applicable thereto, the name and address of the beneficiary thereof and such other information as shall be necess

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ary to prepare, amend or extend such Letter of Credit. In addition, as a condition to any such Letter of Credit issuance, the Borrower shall have entered into a continuing agreement (or other letter of credit agreement) for the issuance of letters of credit and/or shall submit

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a letter of credit application, in each case, as required by the relevant Issuing Bank and using such Issuing Bank's standard form (each, a "Letter of Credit Agreement"). In the event of a merger of the Company with or into another corporation or other entity or a Change in Control,

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each outstanding Award of Restricted Stock Units will be treated as the Administrator determines (subject to the provisions of Section 16.3 of the Plan) without Participant's consent, including, without limitation, that (a) Awards of Restricted Stock Units will be

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assumed, or substantially equivalent awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices, (b) upon written notice to Participant, that the Participant's

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Award of Restricted Stock Units will terminate upon or immediately prior to the consummation of such merger or Change in Control, (c) outstanding Awards of Restricted Stock Units will vest and become realizable or payable, or restrictions applicable to

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an Award of Restricted Stock Units will lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, (d) (i) the termination of an Award of Restricted Stock Units in exchange for an amount of cash and/or property, if any,

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inconsistency equal to the amount that would have been attained upon the realization of Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in

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good faith that no amount would have been attained upon the realization of Participant's rights, then such Award of Restricted Stock Units may be terminated by the Company without payment), or (ii) the replacement of such Award of Restricted Stock Units

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with other rights or property selected by the Administrator in its sole discretion, or (e) any combination of the foregoing. In taking any of the actions permitted under this Award Agreement, the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, all

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Awards of the same type, or all portions of Awards, similarly. For purposes of clarification, the provisions of Section 16.3 of the Plan apply to the Award of Restricted Stock Units.

9. **Rights as Stockholder**. Neither Participant nor any person claiming under or

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through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been

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issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, Participant will have all the rights of

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a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10.**No Guarantee of Continued Service**. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE

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RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER, WHICH UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAWS IS AT THE WILL OF THE

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APPLICABLE SERVICE RECIPIENT AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK UNIT AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREE

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HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRE

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RIGHT OF ANY SERVICE RECIPIENT TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER, SUBJECT TO APPLICABLE LAW, WHICH TERMINATION, UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAW, MAY BE

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AT ANY TIME, WITH OR WITHOUT CAUSE.

11. **Grant is Not Transferable**. Except to the limited extent provided in Section 6, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothe

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cated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferre

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d hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

12. **Leave of Absence**. The vesting of Restrict

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ed Stock Units will not be suspended and will continue in accordance with the vesting schedule under this Award Agreement during Participant's authorized leave of absence from any Service Recipient employing Participant, subject to the

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remaining terms of this Award Agreement and the Plan.

13. **Nature of Grant**. In accepting this Award of Restricted Stock Units, Participant acknowledges, understands and agrees that:

(a)the grant of the Restricted Stock

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Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

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(b)all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Administrator;

(c) Participant is voluntarily participating in the Plan;

(d)the Restricted Stock Units and the Shares subject to the

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Restricted Stock Units are not intended to replace any pension rights or compensation;

(e)the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income and value of same, are not part of normal or expected compen

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sation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f)the future value of the

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Shares underlying the Restricted Stock Units is unknown, indeterminable and cannot be predicted;

(g)for purposes of the Restricted Stock Units, Participant's status as a Service Provider

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will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of

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employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant

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to other arrangements or contracts) or determined by the Administrator, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date; provided, however, that such right to vest will be extended by

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any notice period (e.g., Participant's period of service will include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider

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or the terms of Participant's employment or service agreement, if any); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of this Award of Restricted

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Stock Units (including whether Participant may still be considered to be providing services while on a leave of absence and consistent with local law);

(h) unless otherwise provided in the Plan or by the Administrator in its discretion, the Restricted

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Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in

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connection with any corporate transaction affecting the Shares;

(i)the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not part of normal or expected compensation or salary for any purpose;

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(j) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock

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Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement; and

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of the

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Restricted Stock Units or the recoupment of any Shares acquired under the Plan resulting from (i) the termination of Participant's status as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of applicable law in

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the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any) or (ii) in application of any Company clawback policy or any recovery or clawback policy otherwise required by law.

14. **No Advice Regardi**

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ng Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the Shares underlying the Restrict

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ed Stock Units. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisers regarding his or her participation in the Plan before taking any action related to the Plan.

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15. ***Data Privacy. Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other***

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Restricted Stock Unit grant materials by and among, as applicable, the Service Recipients for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands

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that the Company and the Service Recipient may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or

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other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares or cash payments awarded, canceled, exercised,

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vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data may be transferred to a stock plan service provider, as

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may be selected by the Company in the future, assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or

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elsewhere, and that the recipients' country of operation (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the

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United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, any stock plan service

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provider selected by the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer

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the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, admini

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ster and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and proces

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sing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands

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that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her status as a Service Provider and career with the

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Service Recipient will not be adversely affected. The only adverse consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Restricted Stock Units or other equity

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awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences

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of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

16. **Address for Notices**. Any notice to be given to the Company

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under the terms of this Award Agreement will be addressed to the Company at NetApp, Inc., 3060 Olsen Drive, San Jose, CA 95128, Attn: Stock Administration, or at such other address as the Company may hereafter designate in writing.

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17. **Successors and Assigns**. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement shall inure to the benefit of the success

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ors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Particip

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ant under this Award Agreement may be assigned only with the prior written consent of the Company.

18. **Additional Conditions to Issuance of Stock**. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or

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rule compliance of the Shares upon any securities exchange or under any state, federal or non-U.S. law, the tax code and related regulations or under the rulings or regulations of the U.S. Securities and Exchange Commission or any

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other governmental regulatory body or the clearance, consent or approval of the U.S. Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Particip

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ant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditio

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ns not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company will not be required to issue any certificate or certificates for (or make any entry on the books of the Company or of a duly authorized

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transfer agent of the Company of) the Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of the Restricted Stock Units as the Administrator may establish from time to time for reasons of administrative

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convenience.

19. **Language**. Participant acknowledges that they are proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow Participant to understand the terms and conditions of this

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Award Agreement. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English

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version will control, unless otherwise required by applicable laws.

20. **Interpretation**. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the terms administration, interpretation and conditio

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ns of any Letter of Credit Agreement, the terms and conditions of this Agreement shall control. A Letter of Credit shall be issued, amended or extended only if (and upon issuance, amendment or extension of each Letter of Credit the Borrower shall be

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deemed to represent and warrant that), after giving effect to such issuance, amendment or extension (i) subject to Sections 2.04 and 2.11(b), the Dollar Amount application of the LC Exposure shall Plan as are consistent therewith and to interpret or

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revoke any such rules (including, but not exceed $50,000,000, (ii) limited to, the sum determination of (x) the aggregate undrawn amount of whether or not any Restricted Stock Units have vested). All actions taken and all outstanding Letters of

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Credit issued by any Issuing Bank at such time plus (y) the aggregate amount of all LC Disbursements interpretations and determinations made by such Issuing Bank that have not yet been reimbursed by or the Administrator in good faith will be final and binding upon Participant, the Company and all

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other interested persons. Neither the Administrator nor any person acting on behalf of the Borrower at such time shall not exceed such Issuing Bank's Letter of Credit Commitment, (iii) subject to Sections 2.04 and 2.11(b), the Dollar Amount of the Total Revolving Credit Exposure shall not exceed

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the Aggregate Commitment and (iv) subject to Sections 2.04 and 2.11(b), the Dollar Amount of each Lender's Revolving Credit Exposure shall not exceed such Lender's Commitment. The Borrower may, at any time and from time to time, reduce the Letter of Credit Commitment of any Issuing Bank

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with the consent of such Issuing Bank; provided that the Borrower shall not reduce the Letter of Credit Commitment of any Issuing Bank if, after giving effect of such reduction, the conditions set forth in the immediately preceding clauses (i) through (iv) shall not Administrator will be satisfied.

(c) Expirati

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on Date. Each Letter of Credit shall expire (or be subject to termination by notice from the relevant Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of

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Credit (or, in the case of any extension of the expiration date thereof, one year after such extension) and (ii) the date that is five (5) Business Days prior to the Maturity Date; provided that, upon the Borrower's request, any such Letter of Credit which is issued in the

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final year prior to the Maturity Date may have an expiry date which is one (1) year after the Maturity Date if cash collateralized or covered by standby letter(s) of credit in compliance with Section 2.06(j) below (each such Letter of Credit, an "Extended Letter

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of Credit"). For the avoidance of doubt, if the Maturity Date shall be extended pursuant to Section 2.24, "Maturity Date" as referenced in this clause (c) shall refer to the Maturity Date as extended pursuant to Section 2.24; provided that, notwithstanding anything in this Agreem

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ent (including Section 2.24 hereof) or any other Loan Document to the contrary, the Maturity Date, as such term is used in reference to any Issuing Bank or any Letter of Credit issued thereby, may not be extended without the prior written consent of such

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Issuing Bank.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the relevant Issuing Bank or the Lenders, the relevant Issuing Bank hereby grants to each

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Lender, and each Lender hereby acquires from the relevant Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furthera

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nce of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the relevant Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrow

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er on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrower personally liable for any reason, including after the Maturity Date. Each Lender acknowledges and agrees that its obligation to acquire participations

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pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment action, determination or extension of any Letter of Credit or the occurrence and continuance of

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a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If the relevant Issuing Bank shall make any LC Disbursement in

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respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent in Dollars the Dollar Amount equal to such LC Disbursement, calculated as of the date such Issuing Bank made such LC Disbursement (or if any

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Issuing Bank shall so elect in its sole discretion by notice to the Borrower, in such other Agreed Currency which was paid by such Issuing Bank pursuant to such LC Disbursement in an amount equal to such LC Disbursement) not later than 12:00 noon, Local Time, on the date

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that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., Local Time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 noon, Local

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Time, on the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, if such LC Disbursement is not less than the Dollar Amount of $1,000,000, the Borrower may, subject

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to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.05 that such payment be financed with (i) to the extent such LC Disbursement was interpretation made in Dollars or the Issuing Bank demands payment of such LC

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Disbursement in Dollars, an ABR Revolving Borrowing, ~~Eurocurrency~~**a Term Benchmark** Revolving Borrowing or **a** Swingline Loan in Dollars in an amount equal to such LC Disbursement or (ii) to the extent that such LC Disbursement was made in a Foreign Currenc

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y, a ~~Eurocu rrency~~**Term Benchmark** Revolving **Borrowing or an RFR Revolving** Borrowing in such Foreign Currency in an amount equal to such LC Disbursement and, in each case, to the extent so financed, the Borrower's obligation to make such payment shall be

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discharged and replaced by the resulting ABR Revolving Borrowing, ~~Eurocurrency~~**Term Benchmark Revolving Borrowing, RFR** Revolving Borrowing or Swingline Loan, as applicable. If the Borrower fails to make such payment when due, the Administrative Agent shall

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notify each Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent

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its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.07 good faith with respect to Loans made by such Lender (and Section 2.07 shall

apply, mutatis mutandis, to the payment obligations of

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the Lenders), and the Administrative Agent shall promptly pay to the relevant Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to Plan or this paragra

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ph, the Administrative Agent shall distribute such payment to the relevant Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any paymen

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t made by a Lender pursuant to this paragraph to reimburse the relevant Issuing Bank for any LC Disbursement (other than the funding of Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its

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obligation to reimburse such LC Disbursement. If the Borrower's reimbursement of, or obligation to reimburse, any amounts in any Foreign Currency would subject the Administrative Agent, any Issuing Bank or any Lender to any stamp duty, ad valorem charge or similar tax that would not be

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payable if such reimbursement were made or required to be made in Dollars, the Borrower shall, at its option, either (x) pay the amount of any such tax requested by the Administrative Agent, the relevant Issuing Bank or the relevant Lender or (y) reimburse each LC Disbursement

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made in such Foreign Currency in Dollars, in an amount equal to the Dollar Amount thereof calculated on the date such LC Disbursement is made. Award Agreement.

(f) 21. **Obligations Absolute Electronic Delivery and Acceptance**. The Borrower's obligation to

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reimbur se LC Disburs ements as provide d in paragra ph (e) of this Section shall be absolut e, uncondi tional and irrevoca ble, and shall be perform ed strictly in accorda nce with the terms of this Agreem ent under any and all circumst ances whatsoe ver and

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irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be

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forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) any payment by the relevant Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of

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such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowe

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r's obligations hereunder. Neither the Administrative Agent, the Lenders nor the Issuing Banks, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any

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payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication

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under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms, any error in translation or any consequence arising from causes beyond the control of the relevant Issuing Bank;

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provided that the foregoing shall not be construed to excuse the relevant Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitte

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d by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or

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willful misconduct on the part of the relevant Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with

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respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, each Issuing Bank Company may, in its sole discretion, either accept and make payment upon decide to deliver any documents related to the Restrict

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ed Stock Units awarded under the Plan or future Restricted Stock Units that may be awarded under the Plan by electronic means or require Participant to participate in the Plan by electronic means. Participant hereby consents to receive such documents without

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respons ibility for further investig ation, regardl ess of any notice or informat ion by electron ic delivery and agrees to the contrary , or refuse to accept and make paymen t upon such docume nts if such docume nts are not in strict complia nce with the terms of such Letter

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of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, within the time allowed by applicable law or the specific terms of the Letter of Credit following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter

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of Credit. The relevant Issuing Bank shall promptly after such examination notify the Administrative Agent and the Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement

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thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank shall make

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any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but

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excluding the date that the reimbursement is due and payable, at the rate per annum then applicable to ABR Revolving Loans (or participate in the case such LC Disbursement is denominated in a Foreign Currency, at the Overnight Foreign Currency Rate for such Agreed Currenc

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y plus the then effectiv e Applica ble Rate with respect to ~~Eurocu rrency~~**Term Bench mark** Revolvi ng Loans) Plan through any on-line or electron ic system establis hed and such interest shall be due and payable on the date when such reimbur sement is payable ; provide

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d that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the relevant Issuing Bank, except that interest accrued on and after

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the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of Issuing Bank. (A) Any Issuing Bank may be replaced at any time by written agreem

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ent among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of any Issuing Bank. At the time any such replacement shall become effectiv

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e, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank (in its capacity as such) pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and

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obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term “Issuing Bank” shall be deemed to refer to such successor or or to any previous Issuing Bank, or to such successor or and all

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previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with

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respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit or extend or otherwise amend and existing Letter of Credit.

(B) Subject to the appoint

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ment and acceptance of a successor Issuing Bank, any Issuing Bank may resign as an Issuing Bank at any time upon thirty days' prior written notice to the Administrative

Agent, the Borrower and the Lenders, in which case, such Issuing Bank shall be replaced

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in accordance with Section 2.06(i)(A) above.

(j) Cash Collateralization. If (x) any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity

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of the Loans has been accelerated, Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph or (y) the Borrower requests the issuance of an Extended Letter of Credit, the

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Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "LC Collateral Account"), an amount in cash equal to 105% of the Dollar Amount of the LC Exposure in respect of such Extended Letter of

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Credit (in the case of the foregoing clause (y)) or in the aggregate (in the case of the foregoing clause (x)) as of such date plus any accrued and unpaid interest thereon; provided that (i) the portions of such amount attributable to undrawn Foreign Currency Letters

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of Credit or LC Disbursements in a Foreign Currency that the Borrower is not late in reimbursing shall be deposited in the applicable Foreign Currencies in the actual amounts of such undrawn Letters of Credit and LC Disbursements and (ii) the obligation to deposit

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such cash collateral shall (1) be required by no later than five (5) Business Days prior to the Maturity Date in the case of an Extended Letter of Credit and (2) become effective immediately, and such deposit shall become immediately due and payable, without demand

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or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Article VII. For the purposes of this paragraph, the Dollar Amount of the Foreign Currency LC Exposure shall be calculated on the date notice

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demanding cash collateralization is delivered to the Borrower. The Borrower also shall deposit cash collateral pursuant to this paragraph as and to the extent required by Section 2.11(b). Such deposit shall be held maintained by the Administrative Agent as collateral for the paymen

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t and perform ance of the Obligati ons. In addition , and without limiting the foregoin g Comp any or Section 2.06(c), if any LC Exposu re remains outstan ding after the expirati on date specifie d in Section 2.06(c), the Borrow er shall immedi ately deposit into the LC Collater al Account

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an amount in cash equal to 105% of the Dollar Amount of such LC Exposure as of such date plus any accrued and unpaid interest thereon. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account

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, and the Borrower hereby grants the Administrative Agent a security interest in such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrow

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er's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the relevant Issuing Bank for LC Disbursements for which it

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has not been reimbursed, together with related fees, costs and customary processing charges and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans

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has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of

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the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all Events of Default have been cured or waived.

(k) Letters of Credit Issued for

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Account of Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the "account

third party" "applicant," "customer," "instructing

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party," or the like of or for such Letter of Credit, and without derogating from any rights of the relevant Issuing Bank (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Borrower (i) shall reimbur

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se, indemnify and compensate such Issuing Bank hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of the Borrower and (ii) irrevocably waives any and all

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defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance of such Letters of Credit for its Subsidiaries inures to the

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benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

(l) Issuing Bank Agreements. Each Issuing Bank agrees that, unless otherwise requested by the Administrative Agent, such Issuing

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Bank shall report in writing to the Administrative Agent (i) on or prior to each Business Day on which such Issuing Bank expects to issue, amend or extend any Letter of Credit, the date of such issuance, amendment or extension, and the aggregate face amount and

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currency of the Letters of Credit to be issued, amended or extended by it and outstanding after giving effect to such issuance, amendment or extension occurred (and whether the amount thereof changed), (ii) on each Business Day on which such Issuing Bank pays any

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amount in respect of one or more drawings under Letters of Credit, the date of such payment(s) and the amount and currency of such payment(s), (iii) on any Business Day on which the Borrower fails to reimburse any amount required to be reimbursed to such Issuing Bank on such

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day, the date of such failure and the amount and currency of such payment in respect of Letters of Credit and (iv) on any other Business Day, such other information as the Administrative Agent shall reasonably request.

SECTION 2.07. Funding of Borrowings. (a) Each

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Lender shall make each Loan to be made by it hereunder on the proposed date thereof solely by wire transfer of immediately available funds (i) in the case of Loans denominated in Dollars, by 1:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such

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purpose by notice to the Lenders and (ii) in the case of each Loan denominated in a Foreign Currency, by 12:00 noon, Local Time, in the city of the Administrative Agent's Foreign Currency Payment Office for such currency, and at such Foreign Currency Payment Office for such currency; provided that Swingline Loans

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shall be made as provided in Section 2.05. Except in respect of the provisions of this Agreement covering the reimbursement of Letters of Credit, the Administrative Agent will make such Loans available to the Borrower by promptly crediting or remitting the funds so received in the aforesaid

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account of the Administrative Agent to (x) an account of the Borrower designated by the Borrower in the applicable Borrowing Request, in the case Company.

22. **Captions.** Captions provided herein are for

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convenience only and are not to serve as a basis for interpretation or construction of Loans denominated in Dollars and (y) an account this Award Agreement.

23. **Amendment, Suspension or Termination of the Borrower Plan**. By accepting this Award,

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Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in the

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relevant jurisdiction nature and designated may be amended, suspended or terminated by the Borrower in the applicable Borrowing Request, in the case of Loans denominated in a Foreign Currency; provided that Revolving Loans made to finance the reimbursement of

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an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the relevant Issuing Bank. Administrator at any time.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing (or in the case of an

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ABR Borrowing, prior to 1:00 p.m., New York City time, on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accorda

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nce with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower

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severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in

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the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (including without limitation the Overnight Foreign Currency Rate in the case of Loans denomi

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nated in a Foreign Currency) or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

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SECTION 2.08. 24. **Interest Elections**. (a) Each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a ~~Eurocurrency~~**Term Benchmark** Revolving Borrowing, shall have an initial Interest Period as specified in such Borrowing

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Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a ~~Eurocurrency~~**Term Benchmark** Revolving Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options

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with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to

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Swingline Borrowings, which may not be converted or continued.

(b)To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election (by irrevocable written notice via an Interest Election Request signed by the Borrower) by

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the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Notwithstanding any contrary provision herein, this

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Section shall not be construed to permit the Borrower to (i) change the currency of any Borrowing, (ii) elect an Interest Period for ~~Eurocurrency~~**Term Benchmark** Loans that does not comply with Section 2.02(d) or (iii) convert any Borrowing to a Borrowing of a Type not availabl

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e under such Borrowing.

(c) Each Interest Election Request shall specify the following information in compliance with Section 2.02:

(i)the **Agreed Currency and the principal amount of the** Borrowing to which such Interest Election Request applies and, if different

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options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

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(ii)the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing ~~or a Eurocurrency~~**(in the case of Borrowings denominated in Dollars), a Term Benchmark Borrowing or**

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an RFR Borrowing; and

(iv)if the resulting Borrowing is a ~~Eurocurrency~~Term Benchmark Borrowing, the Interest Period ~~and Agreed Currency~~ to be applicable thereto after giving effect to such election, which Interest Period shall be a period contemplated by the definition of the term

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"Interest Period".

If any such Interest Election Request requests a ~~Eurocurrency~~**Term Benchmark** Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following

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receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e)If the Borrower fails to deliver a timely Interest Election Request with respect to a ~~Eurocurrency~~

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~~Revolving~~**Term Benchmark** Borrowing **denominated in Dollars** prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period ~~(i) in the case of a~~**such Term Benchmark Borrowing**

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shall automatically be continued as a Borrowing having an Interest Period that is one (1) month. If the Borrower fails to deliver a timely and complete Interest Election Request with respect to a Term Benchmark Borrowing denominated ~~in Dollars, such~~

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~~Borrowing shall be converted to an ABR Borrowing and (ii) in the case of a Borrowing denominated~~ in a Foreign Currency ~~in respect of which the Borrower shall have failed to deliver an Interest Election Request~~ prior to the ~~third (3rd) Business Day~~

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~~preceding the~~ end of ~~such~~**the** Interest Period~~,~~ ~~such~~**therefor, then, unless such Term Benchmark Borrowing is repaid as provided herein, the Borrower shall be deemed to have selected that such Term Benchmark** Borrowing shall automatically ~~continue as a Eurocu~~

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~~rrency~~ **be continued as a Term Benchmark** Borrowing in ~~the same~~**its original** Agreed Currency with an Interest Period of one month ~~unless such Eurocurrency Borrowing is or was repaid in accordance with Section 2.11~~**at the end of such Interest Period** **Country Adden**

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dum.
Notwithstanding any contrary provision hereof, provisions in this Award Agreement, the Restricted Stock Unit grant shall be subject to any additional terms and conditions set forth in an appendix (if any) to this Award

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Agreement for any country whose laws are applicable to Participant and this Award of Restricted Stock Units (as determined by the Administrator in its sole discretion) (the "**Country Addendum**"). Moreover, if an Event

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of Default has occurred and is continuing and the Administrative Agent, at the request Participant relocates to one of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no

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outstanding ~~Revolving~~ Borrowing ~~denominated in Dollars~~ may be converted to or continued as a ~~Eurocurrency~~**Term Benchmark** Borrowing**,and** (ii) unless repaid, **(w)** each ~~Eurocurrency Revolving~~**Term Benchmark** Borrowing **and each RFR Borrowing, in each case** denomi

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nated in Dollars shall be converted to an ABR Borrowing **(countries included in the case of a Term Benchmark Borrowing) at Country Addendum (if any), the end of additional terms and conditions for such country will apply to Participant, to the Interest Period applicable**

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thereto or (in extent the case of an RFR Borrowing) on the next Interest Payment Date in respect thereof, (x) each Term Benchmark Borrowing denominated in Japanese Yen shall be converted to a Loan that bears interest at the Japanese Prime Rate plus

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the Applicable Rate applicable to ABR Loans at the end of the Interest Period applicable thereto, (y) each Term Benchmark Borrowing denominated in Canadian Dollars shall be converted to a Loan that bears interest at the Canadian Prime Rate

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plus the Applicable Rate applicable to ABR Loans at the end of the Interest Period applicable thereto and (~~iii) unless repaid, each Eurocurrency Revolving~~z) each Term Benchmark Borrowing and each RFR Borrowing, in each case denominated in a Foreign Currenc

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y ~~shall automatically be continued as a Eurocurrency Borrowing with an Interest Period of one month.~~ other than Japanese Yen or Canadian Dollars, shall bear interest at the Central Bank Rate for the applicable Agreed Currency plus the CBR Spread; provided that,

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if the Administrative Agent Company determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Agreed Currency (or in the case of (1) Japanese Yen, the Japanese Prime Rate or (2)

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Canadian Dollars, the Canadian Prime Rate) cannot be determined, any outstanding affected Term Benchmark Loans or RFR Loans denominated in any Foreign Currency shall either be (A) converted to an ABR Borrowing denominated in Dollars (in an

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amount equal to the Dollar Amount application of such Foreign Currency) at the end of the Interest Period terms and conditions is necessary or on the Interest Payment Date, as

applicable, therefor advisable for legal or (B) prepaid at the end of the applicable

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Interest Period or on the Interest Payment Date, as applicable, in full; provided that if no election is made by the Borrower by the earlier of (x) the date that is three (3) Business Days after receipt by the Borrower of such notice and (y) the last day of

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the current Interest Period for the applicable Term Benchmark Loan, the Borrower shall be deemed to have elected clause (A) above.

SECTION 2.09. Termination and Reduction of Commitments. (a) Unless previously terminated, the Commitments shall terminate on the

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Maturity Date.

(b) administrative reasons. The Borrower may at any time terminate, or from time to time reduce, the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $5,000,000 and not less than $10,000,000

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and (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11 and the cash collateralization or other arrangements reasonably satisfactory to the Administrative

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Agent made in respect of any outstanding Letters of Credit, (A) the Dollar Amount of any Lender's Revolving Credit Exposure would exceed its Commitment or (B) the Dollar Amount of the Total Revolving Credit Exposure would exceed the Aggregate Commitment.

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(c)The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) Country Addendum constitutes part of this Section at least three (3) Business Days prior to the effective date of such termination or reduction,

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specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of

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termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or other transactions specified therein, in which case such notice may be revoked by the Borrower (by notice to the Administrative

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Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

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SECTION 2.10. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan on the Maturity Date in the currency of such Loan and (ii) to the Administrative Agent for

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the account of the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of the Maturity Date and the fifth (5th) Business Day after such Swingline Loan is made; provided that on each date that a Revolving Borrowing is made, the Borrower shall repay all Swingline Loans then

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outstanding and the proceeds of any such Borrowing shall be applied by the Administrative Agent to repay any Swingline Loans outstanding.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the

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Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c)The Administrative Agent shall maintain accounts in which it shall record (i) the

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amount of each Loan made hereunder, the Class, Agreed Currency and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest

due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any

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sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d)The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be, absent manifest error, primafacie evidence of the

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existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the Obligations (including, without limitation, the obligation of the

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Borrower to repay the Loans in accordance with the terms of this Award Agreement.

(e)Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such

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Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by

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one or more promissory notes in such form.

SECTION 2.11. **Prepayment Modifications to the Award Agreement.** This Award Agreement constitutes the entire understanding of Loans.

(a)The Borrower shall have the right at parties on the subjects covered.

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Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any time and from time to time to prepay any Borrowing in whole promises, representations, or in part, subject to prior notice in accordance with the provisions inducements

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other than those contained herein. No amendment of this Section 2.11(a). The Borrower shall notify Award Agreement will materially impair the Administrative Agent (and, in the case rights of prepayment of a Swingline Loan, the Swingline Lender) by written

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notice of any prepayment hereunder (i) **(x)** in the case of prepayment of a ~~**Eurocurrency**~~**Term Benchmark** Revolving Borrowing **denominated in Dollars**, not later than 11:00 a.m., ~~**Local Time**~~**New York City time**, three (3) Business Days ~~**(**~~**before the date of**

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prepayment, (y) in the case of ~~a Eurocurrency~~ prepayment of a Term Benchmark Revolving Borrowing denominated in euro, Japanese Yen, Canadian Dollars~~)~~ or Australian Dollars, not later than 11:00 a.m., New York City time, four (4) Business Days ~~(in the~~

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~~case of a Eurocurrency Borrowing denominated in a Foreign Currency), in each case~~ before the date of prepayment, (ii) **in the case of prepayment of an RFR Borrowing, not later than 11:00 a.m., New York City time, five (5) RFR Business Days before**

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the date of prepayment, (iii) in the case of prepayment of an ABR Revolving Borrowing, not later than 11:00 a.m., New York City time, one (1) Business Day before the date of prepayment or (~~iii~~**iv**) in the case of prepayment of a Swingline Loan, not later than 12:00

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noon, New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date Participant, unless mutually agreed otherwise between Participant and the principal amount of each Borrowing or portion thereof to be

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prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accorda

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nce with Section 2.09. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall Administrator, which agreement

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must be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepay

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ments shall be accompanied writing and signed by (i) accrued interest to the extent required by Section 2.13 and (ii) break funding payments pursuant to Section 2.16.

(b)If at any time, (i) other than as a result of fluctuations in currency exchange rates, the aggreg

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ate principal Dollar Amount of the Total Revolving Credit Exposure (calculated, with respect to those Credit Events denominated in Foreign Currencies, as of the most recent Computation Date with respect to each such Credit Event) exceeds the Aggregate Commitment or (ii)

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solely as a result of fluctuations in currency exchange rates, the aggregate principal Dollar Amount of the Total Revolving Credit Exposure exceeds 105% of the Aggregate Commitment, the Borrower shall in each case immediately repay Borrowings or cash collater

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alize LC Exposure in an account with the Administrative Agent pursuant to Section 2.06(j), as applicable, in an aggregate principal amount sufficient to cause the aggregate Dollar Amount of the Total Revolving Credit Exposure to be less than or equal to the Aggregate

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Commitment.

SECTION 2.12. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee, which shall accrue at the Applicable Rateon the daily amount of the Commitment of such Lender (whether used or unused) during the period from and including the

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Effective Date to but excluding the date on which such Commitment terminates; provided that, if such Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such facility fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposur

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e from and including the date on which its Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Facility fees accrued through and including the last day of March, June, September and December of each year shall be payable in

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arrears on the fifteenth (15th) day following such last day and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any facility fees accruing after the date on which the Commitments terminate shall be payable on demand.

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All facility fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day ~~but excluding~~ and the last day of each period but excluding the date on which the Commitments terminate).

(b)The Borrower agrees to pay

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(i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in each outstanding Letter of Credit, which shall accrue on the daily maximum amount then available to be drawn under such Letter of Credit at the same

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Applicable Rate used to determine the interest rate applicable to ~~Eurocurrency~~**Term Benchmark** Revolving Loans, during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates Participant

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and the date on which such Lender ceases to have any LC Exposure and (ii) to the Issuing Bank for its own account a fronting fee, which shall accrue at the rate of 0.125% per annum on the daily maximum amount then available to be drawn under such Letter of Credit,

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during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as the Issuing Bank's standard fees with respect to the issuance, amendment or

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extensi on of any Letter of Credit and other process ing fees, and other standar d costs and charges , of such Issuing bank relating the Letters of Credit as from time to time in effect. Particip ation fees and fronting fees accrued through and includin g the last day

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of March, June, September and December of each year shall be payable on the fifteenth (15th) day following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Commitments

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terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within ten (10) days after demand. All participation fees and

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fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Participation fees and

fronting fees in respect of Letters of Credit denominated in Dollars shall be

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paid in Dollars, and participation fees and fronting fees in respect of Letters of Credit denominated in a Foreign Currency shall be paid in Dollars in the Dollar Amount thereof.

(c)The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable

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in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d)All fees payable hereunder shall be paid on the dates due, in Dollars (except as otherwise expressly provided in this Section 2.12) and immediately

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availabl e funds, to the Adminis trative Agent (or to the relevant Issuing Bank, in the case of fees payable to it) for distribut ion, in the case of facility fees and particip ation fees, to the Lenders . Fees paid shall not be refunda ble under any circums tances.

SECTIO N 2.13. Interest.

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(a) The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b)The Loans comprising each ~~Eurocurrency~~**Term Benchmark** Borrowing shall bear interest at the Adjusted ~~LIBO~~**Term SOFR**

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Rate, the Adjusted EURIBO Rate, the Adjusted AUD Rate, the ~~Adjusted~~ CDOR Rate or the Adjusted ~~SIBOR~~ **TIBO** Rate, as applicable, for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) **Each RFR Loan shall bear**

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interest at a rate per annum equal to the applicable Adjusted Daily Simple RFR plus the Applicable Rate.

(d)~~(c)~~ Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when

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due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding

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paragraphs of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(e)~~(d)~~ Accrued interest on each Loan shall be payable by the Borrower in arrears on each Interest Payment Date for such Loan

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and upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (ed) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the

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Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any ~~Eurocurrency~~**Term Benchmark** Revolving Loan prior to the end of the current Interest Period therefor

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, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) ~~(e)~~ All interest hereunder shall be computed on the basis of a year of 360 days, except that interest ~~(i) (A)~~ computed by reference to the **Daily Simple RFR with respect to**

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Pounds Sterling and Singapore Dollars, the TIBO Rate, the CDOR Rate or the Alternate Base Rate **only** at times when the Alternate Base Rate is based on the Prime Rate~~, (B) computed by reference to the AUD Rate, (C) computed by reference to the~~

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~~CDOR Rate and (D) computed by reference to the SIBOR Rate, in each case,~~ shall be computed on the basis of a year of 365 days (or 366 days in a leap year)~~ and (ii) for Borrowings denominated in Pounds Sterling shall be computed on the basis of a~~

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~~year of 365 days, and in~~. In each case interest shall be payable for the actual number of days elapsed (including the first day but excluding the last day). ~~The~~All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount

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of such Loan as of the applicable date of determination. A determination of the applicable Alternate Base Rate, Adjusted ~~LIBO~~Term SOFR Rate, ~~LIBO~~Term SOFR Rate, Adjusted EURIBO Rate, EURIBO Rate, Adjusted ~~AUD~~TIBO Rate, ~~AUD~~TIBO Rate~~,~~

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~~Adjusted CDOR Rate~~, CDOR Rate, Adjusted ~~SIBOR Rate~~, ~~SIBOR~~ **Daily Simple RFR, Daily Simple RFR, Central Bank Rate, Japanese Prime Rate or Canadian Prime** Rate shall be determined by the Administrative Agent, and such determination shall be conclusive

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absent manifest error.

(g) ~~(f)~~ Interest in respect of Loans denominated in Dollars shall be paid in Dollars, and interest in respect of Loans denominated in a Foreign Currency shall be paid in such Foreign Currency.

SECTION 2.14. Alternate Rate of Interest.

(a) Subject to

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clauses (b), (c), (d), (e), and (f) ~~and (g)~~ of this Section 2.14, ~~—~~ if ~~prior to the commencement of any Interest Period for a Eurocurrency Borrowing~~:

(i)the Administrative Agent determines (which determination shall be conclusive ~~and binding~~ absent manifest error) **(A) prior to the**

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commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the ~~**Adjusted LIBO Rate, the LIBO Rate, the Adjusted EURIBO Rate, the EURIBO Rate, the Adjusted AUD Rate, the AUD Rate, the**~~

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~~Adjusted CDOR Rate, the CDOR Rate, the Adjusted SIBOR Rate or the SIBOR Rate, as applicable~~**applicable Relevant Rate** (including because the Relevant Screen Rate is not available or published on a current basis)~~,~~ for the applicable Agreed Currency and such

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Interest Period~~, provided that no Benchmark Transition Event shall have occurred at such time; or~~ or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple RFR for the applicable Agreed

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Currency; or

(ii)the Administrative Agent is advised by the Required Lenders that ~~the Adjusted LIBO Rate, the LIBO Rate, the Adjusted EURIBO Rate, the EURIBO Rate, the Adjusted AUD Rate, the AUD Rate, the Adjusted CDOR Rate, the CDOR Rate,~~

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~~the Adjusted SIBOR Rate or the SIBOR Rate, as applicable,~~**(A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the applicable Relevant Rate** for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect

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the cost to such Lenders of making or maintaining their Loans included in such Borrowing for the applicable Agreed Currency and such Interest Period; **or (B) at any time, the applicable Adjusted Daily Simple RFR for the applicable Agreed Currency will not adequately and fairly**

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reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for the applicable Agreed Currency;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or

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electronic mail as promptly as practicable thereafter and, until **(x)** the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist~~,~~ ~~(i)~~**with respect to the relevant Benchmark and (y) the Borrower delivers a new**

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Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, any Interest Election Request that

requests the conversion of any Borrowing to, or

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continuation of any Borrowing as, a ~~Eurocurrency Borrowing in the applicable currency or for the applicable Interest Period, as the case may be, shall be ineffective, (ii) if~~Term Benchmark Borrowing and any Borrowing Request that requests a ~~Eurocur~~

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~~rency Borrowing in Dollars, such Borrowing shall be made as an ABR Borrowing and (iii) if any Borrowing Request requests a Eurocurrency Borrowing in a Foreign Currency, then such request shall be~~Term Benchmark Revolving Borrowing shall instead be

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deemed to be an Interest Election Request or a Borrowing Request, as applicable, for (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 2.14(a)(i) or (ii) above or (y) an ABR

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Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 2.14(a)(i) or (ii) above and (B) for Loans denominated in a Foreign Currency, any Interest Election Request that requests the conversion of any Revolving Borrowing to, or

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continuation of any Revolving Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing or an RFR Borrowing, in each case, for the relevant Benchmark, shall be ineffective; provided that if the

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circumstances giving rise to such notice affect only one Type of ~~Borrowings~~Borrowing, then ~~the~~all other ~~Type~~Types of Borrowings shall be permitted. Furthermore, if any ~~Eurocurrency~~Term Benchmark Loan or RFR Loan in any Agreed Currency is outstandi

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ng on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.14(a) with respect to a Relevant Rate applicable to such ~~Eurocurrency Loan, then (i) if such Eurocurrency Loan is~~**Term Benchmark Loan or RFR Loan, then**

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until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with

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the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, ~~then~~**any Term Benchmark Loan shall** on the last day of the Interest Period applicable to such Loan ~~(or the next succeeding Busines~~

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~~s Day if such day is not a Business Day), such~~, be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 2.14(a)

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(i) or (ii) above or (y) an ABR Loan if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 2.14(a)(i) or (ii) above, on such day, (B) for Term Benchmark Loans denominated in Japanese Yen, on the last day of the Interest Period applicable to such

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Term Benchmark Loan such **Term Benchmark** Loan shall be converted by the Administrative Agent to, and shall constitute, ~~an ABR~~**a** Loan **that bears interest at the Japanese Prime Rate plus the Applicable Rate** applicable to **ABR Loans, (C) for Term Benchmark Loans**

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denominated in Canadian Dollars, on ~~such~~the last day ~~or (ii) if such Eurocurrency Loan is~~of the Interest Period applicable to such Term Benchmark Loan such Term Benchmark Loan shall be converted by the Administrative Agent to, and shall constitu

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te, a Loan that bears interest at the Canadian Prime Rate plus the Applicable Rate applicable to ABR Loans and (D) for Loans denominated in ~~any Agreed~~a Foreign Currency ~~(~~other than Japanese Yen or Canadian Dollars~~)~~, ~~then such~~(1) any Term Benchmark Loan

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shall, on the last day of the Interest Period applicable to such Loan ~~(or the next succeeding Business Day if such day is not a Business Day)~~**bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the Adminis**

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trative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency (or in the case of (I) Japanese Yen, the Japanese Prime Rate or (II) Canadian Dollars, the Canadia

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n Prime Rate) cannot be determined, any outstanding affected Term Benchmark Loans denominated in such Foreign Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) ~~be converted by the Administrative~~

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~~Agent to, and (subject to the remainder of this subclause (B)) shall constitute, an ABR Loan denominated in~~solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in

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such Foreign Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear

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interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable

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Foreign Currency cannot be determined, any outstanding affected RFR Loans denominated in any Foreign Currency, at the Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Amount of such

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Agreed Currency) on such day (it being understood and agreed that if the Borrower does not so prepay such Loan on such day by 12:00 noon, Local Time, the Administrative Agent is authorized to effect such conversion of such Eurocurrency Loan into an

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~~ABR Loan denominated in Dollars), and, in the case of such subclause (B), upon the Borrower's receipt of notice from the Administrative Agent that the circumstances giving rise to the aforementioned notice no longer exist, such ABR Loan denominated in~~

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~~Dollars shall then be converted by the Administrative Agent to, and shall constitute, a Eurocurrency Loan denominated in such original Agreed Currency (in an amount equal to the Foreign Currency Amount of such Agreed Currency) on the day of such notice being~~

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~~given to the Borrower by the Administrative Agent.~~ Foreign Currency) immediately or (B) be prepaid in full immediately.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event ~~or an Early Opt-in Electio~~

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~~n, as applica ble,~~ and its related Bench mark Replac ement Date have occurre d prior to the Referen ce Time in respect of any setting of the then-current Bench mark, then (x) if a Bench mark Replac ement is determi ned in accorda nce with clause (1) ~~or (2)~~ of the definitio

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n of "Benchmark Replacement" **with respect to Dollars** for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subseq

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uent Bench mark settings without any amend ment to, or further action or consent of any other party to, this Agreem ent or any other Loan Docum ent and (y) if a Bench mark Replac ement is determi ned in accorda nce with clause (~~3~~2) of the definitio n of "Bench mark

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Replacement" **with respect to any Agreed Currency** for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00

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p.m., New York City time, on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as

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the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

~~(c) Notwithstanding anything to the contrary herein or in any other Loan Docume~~

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nt and subject to the proviso below in this paragraph, solely with respect to a Dollar Loan, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-

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~~current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings~~

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, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; provided that, this clause (c) shall not be effective unless the Administrative Agent has delivered to the Lenders and the

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~~Borrower a Term SOFR Notice. For the avoidance of doubt, the Administrative Agent shall not be required to deliver a Term SOFR Notice after a Term SOFR Transition Event and may do so in its sole discretion.~~

(c)~~(d) In connection with the implementation~~

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~~of a Benchmark Replacement,~~**No twithstanding anything to the contrary herein or in any other Loan Document,** the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time

to time and, notwithstanding anything to the contrary herein or in any

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other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d)~~(e)~~ The Administrative Agent will promptly

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notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, ~~a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date,~~ (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchm

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ark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (fe) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the

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Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any

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action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.14.

(e)~~(f)~~ Notwithstanding

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anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including ~~Term SOFR or the LIBO~~**any Relevant** Rate) and either (A) any tenor for such Benchm

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ark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information on

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announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was

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removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (includin

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g a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f)~~(g)~~ Upon the Borrower's receipt of notice of the commencement of a Benchm

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ark Unavailability Period, the Borrower may revoke any request for a ~~Eurocurrency~~**Term Benchmark Borrowing or RFR** Borrowing of, conversion to or continuation of ~~Eurocurrency~~**Term Benchmark** Loans to be made, converted or continued during any Benchmark Unavailability

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Period and, failing that, either (x) the Borrower will be deemed to have converted any request for a ~~Eurocurrency~~**Term Benchmark** Borrowing denominated in Dollars into a request for a Borrowing of or conversion to ~~ABR Loans or (y) any request for a Eurocurrency~~**(A) an RFR Borrowing**

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denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (B) an ABR Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event or (y) any Term Benchm

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ark Borrowing or RFR Borrowing denominated in a Foreign Currency shall be ineffective. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ~~ABR~~the Alternate Base Rate based upon the then-current Benchm

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ark or such tenor for such Benchmark, as applicable, will not be used in any determination of ~~ABR~~**the Alternate Base Rate**. Furthermore, if any ~~Eurocurrency~~**Term Benchmark Loan or RFR** Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of notice of the commen

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cement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such ~~Eurocurrency Loan, then (i) if such Eurocurrency Loan is~~**Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement for such Agreed Currency is impleme**

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nted pursuant to this Section 2.14,

(A) for Loans denominated in Dollars, ~~then~~ any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan ~~(or the next succeeding Business Day if such day is not a Business Day),~~ such, be converted by the Administrative Agent

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to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (y) an ABR Loan if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchm

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ark Transition Event, on such day, (B) for Loans denominated in Japanese Yen, on the last day of the Interest Period applicable to such Term Benchmark Loan such Term Benchmark Loan shall be converted by the Administrative Agent to, and shall constitute, ~~an ABR~~a Loan that bears interest

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at the Japanese Prime Rate plus the Applicable Rate applicable to ABR Loans, (C) for Loans denominated in Canadian Dollars, on ~~such~~the last day ~~or (ii) if such Eurocurrency Loan is~~of the Interest Period applicable to such Term Benchmark Loan such Term Benchmark Loan shall be

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converted by the Administrative Agent to, and shall constitute, a Loan that bears interest at the Canadian Prime Rate plus the Applicable Rate applicable to ABR Loans and (D) for Loans denominated in ~~any Agreed~~**a Foreign** Currency ~~(~~other than **Japanese Yen or Canadian** Dollars~~)~~, ~~then~~

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~~such~~(1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan ~~(or the next succeeding Business Day if such day is not a Business Day)~~bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the

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Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency (or in the case of (I) Japanese Yen, the Japanese Prime Rate or (II) Canadian Dollars, the Canadian Prime Rate) cannot

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be determined, any outstanding affected Term Benchmark Loans denominated in any Foreign Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) ~~be converted by the Administrative Agent to, and (subject to the remainder of this~~

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~~subclause (B))~~ ~~shall constitute, an ABR Loan denominated in~~**solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Foreign Currency shall be deemed to be a Term Benchmark Loan**

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denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if

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the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any outstanding affected RFR Loans denominated in any Foreign Currency, at the Borrowe

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r's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Amount of such ~~Agreed Currency) on such day (it being understood and agreed that if the Borrower does not so prepay such Loan on such day by 12:00 noon, Local Time,~~

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the Administrative Agent is authorized to effect such conversion of such Eurocurrency Loan into an ABR Loan denominated in Dollars), and, in the case of such subclause (B), upon any subsequent implementation of a Benchmark Replacement in respect of such Agreed Currency pursuan

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t to this Section 2.14, such ABR Loan denominated in Dollars shall then be converted by the Administrative Agent to, and shall constitute, a Eurocurrency Loan denominated in such original Agreed Currency (in an amount equal to the Foreign Currency Amount of such Agreed Currency) on

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~~the day of such implementation, giving effect to such Benchmark Replacement in respect of such Agreed Currency.~~**Foreign Currency) immediately or (B) be prepaid in full immediately.**

SECTION 2.15. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any

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reserve, special deposit, liquidity or similar require ment (includin g any compuls ory loan require ment, insuranc e charge or other assess ment) against assets of, deposits with or for the account of, or credit extende d by, any Lender (except any such reserve require ment reflecte d in the Adjuste

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d ~~LIBO~~Te rm SOFR Rate, the Adjuste d EURIB O

Rate, the Adjuste d AUD Rate~~, the Adjuste d CDOR Rate~~ or the Adjuste d ~~SIBOR~~T IBO Rate, as applicab le) or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank or the ~~London~~

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applicable offshore interbank market for the applicable Agreed Currency any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipie

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nt to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other

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liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting or maintaining any Loan or of maintaining its obligation to make any such Loan or to

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increase the cost to such Lender, such Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, such Issuing Bank or such other Recipient

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hereunder, whether of principal, interest or otherwise, then the Borrower will pay to such Lender, such Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Bank or such other Recipien

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t, as the case may be, for such additional costs incurred or reduction suffered.

(b)If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender’

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s or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters

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of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies

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and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such

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Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c)A certificate of a Lender or an Issuing Bank setting forth in reasonable detail the calculation of the amount or amounts necessary to

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compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank,

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as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender'

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s or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to the date that such Lender

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or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving

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rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.16. Break Funding Payments.

(a) ~~In~~With respect to Term Benchmark Loans, in the

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event of (~~a~~i) the payment of any principal of any ~~Eurocurrency~~Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.11), (~~b~~ii) the conversion of any ~~Eurocurrency~~Term

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Benchmark Loan other than on the last day of the Interest Period applicable thereto, (~~c~~**iii**) the failure to borrow, convert, continue or prepay any ~~**Eurocurrency**~~**Term Benchmark** Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section

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2.11(a) and is revoked in accordance therewith) ~~or~~, (~~d~~iv) the assignment of any ~~Eurocurrency~~Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19 or 9.02(d) or (v) the failure by the Borrowe

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r to make any payment of any Loan or drawing under any Letter of Credit (or interest due thereof) denominated in a Foreign Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Borrower shall compensate each Lender for the loss,

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cost and expense attributable to such event~~. In the case of a Eurocurrency Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal~~

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~~amount of such Loan had such event not occurred, at the Adjusted LIBO Rate, the Adjusted EURIBO Rate, the Adjusted AUD Rate, the Adjusted CDOR Rate or the Adjusted SIBOR Rate, as applicable, that would have been applicable to such Loan, for the period from the date of~~

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such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount

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~~for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the relevant currency of a comparable amount and period from other banks in the eurocurrency market~~. A certificate of any Lender setting forth in reasona

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ble detail the calculation of any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within thirty

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(30) days after receipt thereof.

(b)**With respect to RFR Loans, in the event of (i) the payment of any principal of any RFR Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section**

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2.11), (ii) the failure to borrow or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(a) and is revoked in accordance therewith), (iii) the assignment of any RFR Loan other than on the

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Interest Payment Date applicable thereto as a result of a request by the Borrower pursuant to Section 2.19 or 9.02(d) or (iv) the failure by the Borrower to make any payment of any Loan or drawing under any Letter of Credit (or interest due thereof) denominated in a Foreign

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Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth in reasonable detail the calculati

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on of any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within thirty (30)

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days after receipt thereof.

SECTION 2.17. Taxes. (a) Payments Made Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicabl

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e law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholdi

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ng and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding for

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Indemnified Taxes has been made (including such deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding for Indemnified Taxes

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been made.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) Evidence of

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Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authorit

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y evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Loan Parties. The Loan Parties shall indemnify each Recipient,

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within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from

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a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such paymen

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t or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally

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indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligati

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on of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the

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Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount

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of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwi

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se payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with

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respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably

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requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other

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documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information

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reporting requirements. Company. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be

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required if in the Lender's reasonable judgment such completion, execution Plan or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting

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the generality of the foregoing, in the event that the Borrower is a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreem

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ent (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), an executed copy of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

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(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becom

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es a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claimin

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g the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable,

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IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such

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tax treaty; (2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, an executed copy of IRS Form W-8ECI; (3) in the case of a Foreign Lender

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claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not a "bank" within the meaning of

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Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code

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(a "U.S. Tax Compliance Certificate") and (y) an executed copy of IRS Form W-8BEN or IRS Form W-8BEN-E; or (4) to the extent a Foreign Lender is not the beneficial owner, an executed copy of IRS

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Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certific

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ation docum ents from each benefic ial owner, as applica ble; provid ed that if the Foreig n Lender is a partner ship and one or more direct or indirect partner s of such Foreig n Lender are claimin g the portfoli o interes

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t exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it

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is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement

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(and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S.

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federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required

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d to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of

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FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably request

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ed by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrow

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er or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under

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FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees

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that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refund

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s. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall

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pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified

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party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this

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paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no

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event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax

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subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any

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indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or

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replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) Defined Terms. For purpose

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s of this Section 2.17, the term "Lender" includes each Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.18. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a)The Borrower shall make each payment or prepayment require

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d to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to (i) in the case of payments denominated in Dollars, 12:00 noon, New York City time and (ii)

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in the case of payments denominated in a Foreign Currency, 12:00 noon, Local Time, in the city of the Administrative Agent's Foreign Currency Payment Office for such currency, in each case on the date when due or the date fixed for any prepayment hereunder, in immediately availabl

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e funds, without set-off, recoupment or counter claim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon

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. All such payments shall be made (i) in the same currency in which the applicable Credit Event was made (or where such currency has been converted to euro, in euro) and (ii) to the Administrative Agent at its offices at 10 South Dearborn Street, Chicago,

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Illinois 60603 or, in the case of a Credit Event denominated in a Foreign Currency, the Administrative Agent's Foreign Currency Payment Office for such currency, except payments to be made directly to any Issuing Bank or the Swingline Lender as expressly provided herein

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and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments denominated in the same currency received by it for the account of any

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other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any paymen

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t accruing interest, interest thereon shall be payable for the period of such extension. Notwithstanding the foregoing provisions of this Section, if, after the making of any Credit Event in any Foreign Currency, currency control or exchange regulations are imposed in the

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country which issues such currenc y with

the result that the type of currenc y in which the Credit Event was made (the "Origina l Currenc y") no longer exists or the Borrow er is not able to make paymen t to the Adminis trative Agent for the account of the Lenders in such Original

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Currency, then all payments to be made by the Borrower hereunder in such currency shall instead be made when due in Dollars in an amount equal to the Dollar Amount (as of the date of repayment) of such payment due, it being the intention of the parties hereto that the Borrow

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er takes all risks of the impositi on of any such currenc y control or exchan ge regulati ons.

(b)If at any time insuffici ent funds are receive d by and availabl e to the Adminis trative Agent to pay fully all amount s of principa l, unreimb ursed LC Disburs ements,

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interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii)

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second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c)If any Lender

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shall, by exercising any right of set-off or counter claim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a

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greater proportion of the aggregate amount of its Revolving Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for

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cash at face value) participations in the Revolving Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate

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amount of principal of and accrued interest on their respective Revolving Loans and participations in LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered,

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such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of

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this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements and Swingline Loans to any assignee or participant, other than to the Borrower or

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any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrange

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ments may exercise against the Borrower rights of set-off and counter claim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from

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the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the relevant Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such paymen

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t on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the relevant Issuing Bank, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the relevant

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Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank

with interest thereon, for each day from and including the date such amount is distribut

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ed to it to but excludi ng the date of paymen t to the Adminis trative Agent, at the greater of the NYFRB Rate and a rate determi ned by the Adminis trative Agent in accorda nce with banking industry rules on interban k compen sation (includi ng without limitatio n the Overnig ht Foreign

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Currency Rate in the case of Loans denominated in a Foreign Currency).

(e)If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(c), 2.06(d) or (e), 2.07(b), 2.18(d) or 9.03(c), then the Administrative Agent may, in its discretion

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(notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender and for the benefit of the Administrative Agent, the Swingline Lender or the Issuing Banks to satisfy such Lender's obligati

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ons to it under such Section until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account over which the Administrative Agent shall have exclusive control as cash collateral for, and application to, any future funding obligati

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ons of such Lender under any such Section; in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under

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Section 2.15, or the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or

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booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii)

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would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

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(b)If (i) any Lender requests compensation under Section 2.15, (ii) the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 or (iii) any Lender becomes a Defaulti

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ng Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its

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interests, rights (other than its existing rights to payments pursuant to Sections 2.15 or 2.17) and obligations under the Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provide

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d that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, the Issuing Banks and the Swingline Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment

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t of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding

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principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment

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will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require

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such assignment and delegation cease to apply. Each party hereto agrees that (i) an assignment required pursuant

to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the

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assigne e (or, to the extent applica ble, an agreem ent incorpor ating an Assign ment and Assump tion by referen ce pursuan t to an Approv ed Electro nic Platfor m as to which the Adminis trative Agent and such parties are particip ants), and (ii) the Lender require d to make

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such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to

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execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto.

SECTION 2.20. Expansion Option. The Borrower

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may from time to time elect to increase the Commitments or enter into one or more tranches of term loans (each an "Incremental Term Loan"), in each case in minimum increments of $20,000,000 so long as, after giving effect thereto, the aggregate amount of such increases and all such Incremental

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Term Loans does not exceed $300,000,000. The Borrower may arrange for any such increase or tranche to be provided by one or more Lenders (each Lender so agreeing to an increase in its Commitment, or to participate in such Incremental Term Loans, an "Increasing Lender"), or by one or

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more new banks, financial institutions or other entities (each such new bank, financial institution or other entity, an "Augmenting Lender"; provided that no Ineligible Institution may be an Augmenting Lender), which agree to increase their existing Commitments, or to participate in such Incremental Term

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Loans, or provide new Commitments, as the case may be; provided that (i) each Augmenting Lender, shall be subject to the approval of the Borrower and the Administrative Agent and (ii) (x) in the case of an Increasing Lender, the Borrower and such Increasing Lender execute an agreement substanti

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ally in the form of Exhibit F hereto, and (y) in the case of an Augmenting Lender, the Borrower and such Augmenting Lender execute an agreement substantially in the form of Exhibit G hereto. No consent of any Lender (other than the Lenders participating in the increase or any Incremental Term

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Loan) shall be required for any increase in Commitments or Incremental Term Loan pursuant to this Section 2.20. Increases and new Commitments and Incremental Term Loans created pursuant to this Section 2.20 shall become effective on the date agreed by the Borrower, the Administrative

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Agent and the relevant Increasing Lenders or Augmenting Lenders and the Administrative Agent shall notify each Lender thereof. Notwithstanding the foregoing, no increase in the Commitments (or in the Commitment of any Lender) or tranche of Incremental Term Loans shall become

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effective under this paragraph unless, (i) on the proposed date of the effectiveness of such increase or Incremental Term Loans, (A) the conditions set forth in paragraphs (a) and (b) of Section 4.02 shall be satisfied or waived by the Required Lenders and the Administrative Agent shall have received

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a certificate to that effect dated such date and executed by a Financial Officer of the Borrower and (B) the Borrower shall be in compliance (on a pro forma basis assuming the increased Commitments have been fully drawn as Revolving Loans) with the covenants contained in Section 6.05 and

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(ii) the Administrative Agent shall have received documents and opinions consistent with those delivered on the Effective Date as to the organizational power and authority of the Borrower to borrow hereunder after giving effect to such increase or Incremental Term Loan. On the effective date of any

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increase in the Commitments or any Incremental Term Loans being made, (i) each relevant Increasing Lender and Augmenting Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the

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other Lenders, as being required in order to cause, after giving effect to such increase and the use of such amounts to make payments to such other Lenders, each Lender's portion of the outstanding Revolving Loans of all the Lenders to equal its Applicable Percentage of such outstanding Revolving Loans, and (ii)

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except in the case of any Increme ntal Term Loans, the Borrower shall be deemed to have repaid and reborrow ed all outstandi ng Revolvin g Loans as of the date of any increase in the Commit ments (with such reborrow ing to consist of the Types of Revolvin g Loans, with related Interest Periods if applicabl

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e, specified in a notice delivered by the Borrower, in accordance with the requirements of Section 2.03). The deemed payments made pursuant to clause (ii) of the immediately preceding sentence shall be accompanied

by payment of all accrued interest on the amount prepaid and, in respect of each

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~~Eurocurrency~~Term Benchmark Loan, shall be subject to indemnification by the Borrower pursuant to the provisions of Section 2.16 if the deemed payment occurs other than on the last day of the related Interest Periods. The Incremental Term Loans (a) shall rank pari passu in right of payment with the

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Revolving Loans, (b) shall not mature earlier than the Maturity Date (but may have amortization prior to such date) and (c) shall be treated substantially the same as (and in any event no more favorably than) the Revolving Loans; provided that (i) the terms and conditions applicable to any tranche of Incremental

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Term Loans maturing after the Maturity Date may provide for material additional or different financial or other covenants or prepayment requirements applicable only during periods after the Maturity Date and (ii) the Incremental Term Loans may be priced differently than the Revolving Loans. Incremental

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Term Loans may be made hereunder pursuant to an amendment or restatement (an "Incremental Term Loan Amendment") of this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each Increasing Lender participating in such tranche, each Augmenting Lender

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participating in such tranche, if any, and the Administrative Agent. The Incremental Term Loan Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion

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of the Administrative Agent, to effect the provisions of this Section 2.20; provided that any such Incremental Term Loan Amendment shall require that any waivers or amendments of Section 4.02 shall also require the written consent or approval of Lenders having Revolving Credit Exposures and

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unused Commitments in respect of Revolving Loans representing more than 50% of the sum of the total Revolving Credit Exposures and unused Commitments in respect of Revolving Loans. Nothing contained in this Section 2.20 shall constitute, or otherwise be deemed to be, a commitment on the part of any

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Lender to increase its Commitment hereunder, or provide Incremental Term Loans, at any time.

SECTION 2.21. Senior Debt. The Borrower hereby designates all Obligations now or hereinafter incurred or otherwise outstanding, and agrees that the Obligations shall at all times

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constitute, senior indebtedness and designated senior indebtedness, or terms of similar import, which are entitled to the benefits of the subordination provisions of all Subordinated Indebtedness.

SECTION 2.22. Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to

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convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedur

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es the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent's main New York City office on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of the Borrower in respect of any sum due to any

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Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent (as the case may be) of any sum adjudged to be so due in

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such other currency such Lender or the Administrative Agent (as the case may be) may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such

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Lender or the Administrative Agent, as the case may be, in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent, as the case may be, against such

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loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any Lender or the Administrative Agent, as the case may be, in the specified currency and (b) any amounts shared with other Lenders as a result of allocations of such excess as a disproportionate

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payment to such Lender under Section 2.18, such Lender or the Administrative Agent, as the case may be, agrees to remit such excess to the Borrower.

SECTION 2.23. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting

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Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a)fees shall cease to accrue on the Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b)any payment of principal, interest, fees or other amounts received by the

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Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the Adminis

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trative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank or the Swingline Lender hereunder; third,

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to cash collateralize each Issuing Bank's LC Exposure with respect to such Defaulting Lender in accordance with this Section; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has

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failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential

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future funding obligations with respect to Loans under this Agreement and (y) cash collateralize each Issuing Bank's future LC Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with this Section; sixth, to the

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payment of any amounts owing to the Lenders, the Issuing Banks or the Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, any Issuing Bank or the Swingline Lender against such Defaulting Lender as a result of such Defaulti

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ng Lender's breach of its obligations under this Agreement or under any other Loan Document; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction

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obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; and eighth, to such Defaulting Lender or as otherwise directed by a court of compet

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ent jurisdiction; provided that, if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued

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at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC

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Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure and Swingline Loans are held by the Lenders pro rata in accordance with

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the Commitments without giving effect to clause (d) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section shall be

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deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto;

(c)the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders

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have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided that any amendment, waiver or other modification requiring the consent of

all Lenders or all Lenders directly affected thereby

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shall not, except as otherwise provided in Section 9.02, require the consent of such Defaulting Lender in accordance with the terms hereof;

(d)if any Swingline Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

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(i)all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender (other than, in the case of a Defaulting Lender that is the Swingline Lender, the portion of such Swingline Exposure referred to in clause (b) of the definition of

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such term) shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent that (x) such reallocation does not, as to any non-Defaulting Lender, cause such non-Defaulting Lender’

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s Revolving Credit Exposure to exceed its Commitment and (y) no Default has occurred and is continuing at such time;

(ii)if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one (1) Busine

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ss Day followin g notice by the Admini strative Agent (x) first, prepay such Swingli ne Exposu re and (y) second, cash collater alize for the benefit of each Issuing Bank only the Borrow er's obligati ons corresp onding to such Defaulti ng Lender' s LC Exposu re (after giving effect to any partial

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reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii)if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursua

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nt to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

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(iv)if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable

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Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any other Lender hereunder, all

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facility fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and letter of credit fees payable under Section 2.12(b) with respect to such

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Defaulting Lender's LC Exposure shall be payable to the relevant Issuing Bank until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(e)so long as such Lender is a Defaulting Lender, the Swingline Lender

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shall not be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-

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Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.23(d), and Swingline Exposure related to any such newly made Swingline Loan or LC Exposure related to any newly issued or increased Letter of Credit shall be allocated among

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non-Defaulting Lenders in a manner consistent with Section 2.23(d)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall

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continue or (ii) the Swingline Lender or any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Swingline Lender shall not be required

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to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless the Swingline Lender or the relevant Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to

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the Swingline Lender or such Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Borrower, the Swingline Lender and each Issuing Bank each agrees that a Defaulting Lender has

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adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchas

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e at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 2.24. Extension of

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Maturity Date.

(a) Request for Extension. The Borrower may, by notice to the Administrative Agent (who shall promptly notify the Lenders) not earlier than 60 days and not later than 30 days prior to each anniversary of the date of this Agreement (each such date, an "Extensi

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on Date"), request that each Lender extend such Lender's Maturity Date to the date that is one year after the Maturity Date then in effect for such Lender (the "Existing Maturity Date").

(b) Lenders Election to Extend. Each Lender, acting in its sole and individual discretio

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n, shall, by notice to the Administrative Agent given not later than the date that is 15 days after the date on which the Administrative Agent received the Borrower's extension request (the "Lender Notice Date"), advise the Administrative Agent whether or not such Lender agrees to such

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extension (each Lender that determines to so extend its Maturity Date, an "Extending Lender"). Each Lender that determines not to so extend its Maturity Date (a "Non-Extending Lender") shall notify the Administrative Agent of such fact promptly after such determination (but in

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any event no later than the Lender Notice Date), and any Lender that does not so advise the Administrative Agent on or before the Lender Notice Date shall be deemed to be a Non-Extending Lender. The election of any Lender to agree to such extension shall not obligate any other

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Lender to so agree, and it is understood and agreed that no Lender shall have any obligation whatsoever to agree to any request made by the Borrower for extension of the Maturity Date.

(c) Notification by Administrative Agent. The Administrative Agent shall notify the Borrowe

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r of each Lender's determination under this Section no later than the date that is 15 days prior to the applicable Extension Date (or, if such date is not a Business Day, on the next preceding Business Day).

(d) Additional Commitment Lenders. The Borrower shall

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have the right, but shall not be obligated, on or before the applicable Maturity Date for any Non-Extending Lender to replace such Non-Extending Lender with, and add as "Lenders" under this Agreement in place thereof, one or more financial institutions (each, an

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"Additional Commitment Lender") approved by the Administrative Agent in accordance with the procedures provided in Section 2.19(b), each of which Additional Commitment Lenders shall have entered into an Assignment and Assumption (in accordance with and subject to the restrictions

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contained in Section 9.04, with the Borrower or replacement Lender obligated to pay any applicable processing or recordation fee) with such

Non-Extending Lender, pursuant to which such Additional Commitment Lenders shall, effective on or before the applicable

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Maturity Date for such Non-Extending Lender, assume a Commitment (and, if any such Additional Commitment Lender is already a Lender, its Commitment shall be in addition to such Lender's Commitment hereunder on such date). Prior to any Non-Extendi

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ng Lender being replaced by one or more Additional Commitment Lenders pursuant hereto, such Non-Extending Lender may elect, in its sole discretion, by giving irrevocable notice thereof to the Administrative Agent and the Borrower (which notice shall set forth such Lender's new

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Maturity Date), to become an Extending Lender. The Administrative Agent may effect such amendments to this Agreement as are reasonably necessary to provide for any such extensions with the consent of the Borrower but without the consent of any other Lenders.

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(e) Minimum Extension Requirement. If (and only if) the total of the Commitments of the Lenders that have agreed to extend their Maturity Date and the new or increased Commitments of any Additional Commitment Lenders is more than 50% of the aggregate amount

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of the Commitments in effect immediately prior to the applicable Extension Date, then, effective as of the applicable Extension Date, the Maturity Date of each Extending Lender and of each Additional Commitment Lender shall be extended to the date that is one year after the

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Existing Maturity Date (except that, if such date is not a Business Day, such Maturity Date as so extended shall be the next preceding Business Day) and each Additional Commitment Lender shall thereupon become a "Lender" for all purposes of this Agreement and shall be bound

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by the provisions of this Agreement as a Lender hereunder and shall have the obligations of a Lender hereunder.

(f) Conditions to Effectiveness of Extension. Notwithstanding the foregoing, (x) no more than two (2) extensions of the Maturity Date shall be permitted hereund

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er and (y) any extension of any Maturity Date pursuant to this Section 2.24 shall not be effective with respect to any Lender unless:

(i)no Default or Event of Default shall have occurred and be continuing on the applicable Extension Date and immediately after giving

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effect thereto;

(ii)the representations and warranties of the Borrower set forth in this Agreement are true and correct in all material respects (or in all respects if such representation is qualified by materiality or Material Adverse Effect) on and as of

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the applicable Extension Date and after giving effect thereto, as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date); and

(iii)the Admini

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strative Agent shall have receive d a certifica te from the Borrow er signed by a Financi al Officer of the Borrow er certifyin g the accurac y of the foregoi ng clauses (i) and (ii).

(g) Maturity Date for Non-Extendi ng Lenders. On the Maturity Date of each Non-Extendi

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ng Lender, (i) the Commitment of each Non-Extending Lender shall automatically terminate and (ii) the Borrower shall repay such Non-Extending Lender in accordance with Section 2.10 (and shall pay to such Non-Extending Lender all of the other Obligations owing to

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it under this Agreement) any amounts not assigned to an Additional Commitment Lender, and the Administrative Agent shall administer any necessary reallocation of the Revolving Credit Exposures (without regard to any minimum borrowing, pro rata borrowing and/or pro rata

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payment requirements contained elsewhere in this Agreement), and after giving effect thereto the Borrower shall prepay any Revolving Loans outstanding on such date (and pay any additional amounts

required pursuant to Section 2.16) to the extent necessa

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ry to keep outstanding Revolving Loans ratable with any revised Applicable Percentages of the respective Lenders effective as of such date.

(h) Conflicting Provisions. This Section shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

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ARTICLE III

Representations and Warranties

The Borrower represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers; Subsidiaries. Each of the Borrower and its Material Subsidiaries is duly incorporated or organized, validly existing and in good standing (to the

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extent such concept applies to such entity) under the laws of the jurisdicti on of its incorpor ation or organiza tion, as the case may be, has all requisite power and authority to carry on its business as now conducte d and, except where the failure to do so, individua lly or in the aggregat e, could not reasona bly be expected

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to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required. Schedule 3.01 to the Disclosure Letter identifies as of the Effective Date each Subsidiary, if such Subsidiary is a Material Subsidiary that is a Domestic Subsidiary, and

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the jurisdiction of its incorporation or organization, as the case may be, of such Subsidiary.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's corporate or other powers and have been duly authorized by all necessary corporate and, if required, stockhol

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der or sharehol der action. The Loan Docume nts to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitut e a legal, valid and binding obligatio n of such Loan Party, enforcea ble in accorda nce with its terms, subject to applicabl e bankrupt cy,

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insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any

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consent or approval of, registration or filing with, or any other action by, any Governmental Authority on the part of any Loan Party, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other

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organizational documents of the Borrower or any Loan Party or any order of any Governmental Authority binding on any Loan Party, (c) will not violate or result in a default under any indenture, material agreement or other material instrument binding upon the Borrower or any of its Subsidiaries or its assets,

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or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries.

SECTION 3.04. Financial Condition; No Material Adverse Change.

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(a) The Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity (in the case of annual financial statements only) and cash flows (i) as of and for the fiscal year ended April 24, 2020 reported on by Deloitte & Touche LLP, indepen

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dent public accountants, and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended July 31, 2020 and October 30, 2020, certified by its chief financial officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash

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flows of the Borrower and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since April 24,

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2020, there has been no material adverse change in the business, assets, operations or condition, financial or otherwise, of the Borrower and its Subsidiaries, taken as a whole.

SECTION 3.05. Properties. (a) Each of the Borrower and its Subsidiaries has good title to, or valid

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leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

(b) Each of the Borrower and its Subsidi

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aries owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and, to the Borrower's knowledge, the use thereof by the Borrower and its Subsidiaries does not infringe upon the rights of

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any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06. Litigation, Labor Matters and Environmental Matters. (a) There are no actions, suits or proceedi

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ngs by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing against the Borrower or any of its Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could

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reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve this Agreement or the Transactions.

(b) There are no labor controversies pending against or, to the knowledge of the Borrow

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er, threatened in writing against the Borrower or any of its Subsidiaries which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(c) Except for the Disclosed Matters and except with respect to any other

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matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of the Borrower or any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any

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permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.07. Compliance with

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Laws and Agreements;. Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except, in each case, where the failure to

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do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. Neither the Borrower nor any Subsidiary is party or subject to any law, regulation, rule or order, or any obligation under any agreement or instrument, that has had, or could reasonably be expected to result

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in, a Material Adverse Effect.

SECTION 3.08. Investment Company Status. Neither the Borrower nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

SECTION 3.09. Taxes. Each of the

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Borrower and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by

appropriate proceedings and for which

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the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur

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that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.11. Disclosure. The Borrower has disclosed to the Lenders all agreements, instruments and corporate or other

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restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, when taken together with the Borrower's filings with the SEC, could reasonably be expected to result in a Material Adverse Effect. None of the written reports, financial statements, certificat

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es or other written information (other than projections or forward-involving information and information of a general economic or industry specific nature) furnished by or on behalf of the Borrower or any Subsidiary to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or

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delivered hereunder (as modified or supplemented by other information so furnished) contains, when furnished and taken as a whole, and taken as a whole with the Borrower's filings with the SEC, any material misstatement of fact or omits to state any material fact necessary to make the statements therein,

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in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information or results, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasona

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ble at the time (it being understood that such projected financial information are subject to significant uncertainties and contingencies and that no assurances can be given that any particular projected financial information will be realized and that variances between actual results and projecte

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d financial results can be material).

SECTION 3.12. Federal Reserve Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

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Following the application of the proceeds of each Borrowing, not more than 25% of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis) subject to the provisions of Section 6.02 or Section 6.03 or subject to any restriction contained in any Loan Docume

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nt will be "margin stock" within the meaning of Regulation U.

SECTION 3.13. No Default. No Default has occurred and is continuing.

SECTION 3.14. Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures designed

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to promote and achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and to the knowledge of the Borrower, their respective directors, officers, employe

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es and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary, or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of

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the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other Transactions will violate any Anti-Corruption Law or applicable

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Sanctions.

SECTION 3.15. Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

ARTICLE IV

Conditions

SECTION 4.01. Effective Date. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters

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of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a)The Administrative Agent (or its counsel) shall have received from each party hereto a counterpart of this Agreement and each

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other Loan Document signed on behalf of such party (which, subject to Section 9.06, may include any Electronic Signatures transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page).

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(b)The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of (i) Wilson Sonsini Goodrich & Rosati, PC, special financing counsel for the Loan Parties and (ii) Skadden, Arps, Slate,

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Meagher & Flom LLP, special securities counsel for the Loan Parties, in each case covering such matters relating to the Loan Parties, the Loan Documents or the Transactions as the Administrative Agent shall reasonably request. The Borrower hereby requests such counsel to deliver

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such opinion.

(c)The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the incorporation or organization, existence and good standing of the initial Loan Parties, the authorization of

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the Transactions and any other legal matters relating to such Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as

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Exhibit C.

(d)The Administrative Agent shall have received a certificate, dated the Effective Date and signed by the Chief Executive Officer or a Financial Officer, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(e)(i) The

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Administrative Agent shall have received, at least five (5) days prior to the Effective Date, all documentation and other information regarding the Borrower requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the

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Patriot Act, to the extent requested in writing of the Borrower at least ten (10) days prior to the Effective Date and (ii) to the extent the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, at least five (5) days prior to the Effectiv

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e Date, any Lender that has request ed, in a written notice to the Borrowe r at least ten (10) days prior to the Effectiv e Date, a Benefici al Owners hip Certifica tion in relation to the Borrowe r shall have received such Benefici al Owners hip Certifica tion (provide d that, upon the

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execution and delivery by such Lender of its signature page to this Award Agreement, the condition set forth in this clause (e) shall be deemed to be satisfied).

(f) The Administrative Agent shall have received all fees (including fees for the account of the Lenders) and other amount

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s due and payable on or prior to the Effective Date, including, to the extent invoiced at least one (1) Business Day prior to the Effective Date, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

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The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Banks to issue, amend

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or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a)The representations and warranties of the Borrower set forth in this Agreement (other than the representations and warranties contained in Section 3.04(b) and Section 3.06(a)) shall be true and

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correct in all material respects (except that any representation and warranty that is qualified by materiality or Material Adverse Effect shall be true and correct in all respects) on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicab

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le, except, in each case, to the extent such represe ntation and warrant y specific ally refers to an earlier date, in which case it shall be true and correct in all material respects (except that any represe ntation and warrant y that is qualified by materiali ty or Material Adverse Effect shall be true and

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correct in all respects) as of such earlier date.

(b)At the time of and immediately after giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

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Each Borrowing and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section. The Administrative

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Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan

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and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated (in each case without any pending draw), or otherwise become subject to cash collateralization or other arrangements reasonably satisfactory to

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the Administrative Agent, and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

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(a) within ninety (90) days after the end of each fiscal year of the Borrower, its audited consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the

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figures for the previous fiscal year, all reported on by Deloitte & Touche LLP or other independent public accountants of recognized international standing (without a “going concern” or like qualification, explanatory paragraph or exception and without any qualification or exception as to the scope of

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such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

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(b) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, its condensed consolidated balance sheet and related statements of operations and cash flows as of the end of and for such fiscal quarter (other than the statement of

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cash flows) and the then elapsed portion of the fiscal year, setting forth in each case in compar ative form the figures for the corresp onding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financia l Officers as presenti

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ng fairly in all material respects the financial conditio n and results of operatio ns of the Borrowe r and its consolid ated Subsidi aries on a consolid ated basis in accorda nce with GAAP consiste ntly applied, subject to normal year-end audit adjustm ents and the absence of footnote s;

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(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a compliance certificate of a Financial Officer of the Borrower in the form of Exhibit E hereto (i) certifying as to whether a Default has occurred and is continuing and, if a Default has occurre

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d and is continuing, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.05 and (iii) stating whether any change in GAAP or in the application thereof has

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occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) promptly after the same become publicly availabl

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e, copies of all periodic and other reports, proxy stateme nts and other material s filed by the Borrowe r or any Subsidi ary with the SEC, or any Govern mental Authorit y succeed ing to any or all of the function s of said Commis sion, or with any national securitie s exchang e, or distribut ed by the

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Borrower to its shareholders generally, as the case may be;

(e) promptly after Moody's or S&P shall have announced a change in the rating established or deemed to have been established for the Index Debt, written notice of such rating change; and

(f) promptly followin

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g any request therefor, (x) such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender may reasonably request and (y) information and docume

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ntation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation.

Reports or

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financial information required to be delivered pursuant to Sections 5.01(a), 5.01(b) or 5.01(d) (to the extent any such financial statements, reports, proxy statements or other materials are included in materials otherwise filed with the SEC) may be delivered electronically and if so,

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shall be deemed to have been delivered on the date on which Borrower posts such report or provides a link thereto on its website on the internet; provided that Borrower shall provide paper copies to the Administrative Agent of the compliance certificates required by Section

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5.01(c). Notwithstanding the foregoing, the Borrower shall deliver paper copies or electronic versions (i.e. soft copies, PDF files or links to access such documents) of any financial statement referred to in Section 5.01 to the Administrative Agent if the Administrative

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Agent requests the Borrower to furnish such copies until written notice to cease delivering such copies is given by the Administrative Agent.

SECTION 5.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written

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notice of the following:

(a)the occurrence of any Default;

(b)the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against the Borrower or any Subsidiary thereof that could reasonably be expected to

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result in a Material Adverse Effect; and

(c)the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect.

Each notice delivered under this Section shall (i) shall

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contain a heading or a reference line that reads “Notice under Section 5.02 of the NetApp Amended and Restated Credit Agreement dated January 22, 2021” and (ii) be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of

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the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew

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and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect; provided that the foregoing shall not prohibit

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any merger, consolidation, liquidation or dissolution permitted under Section 6.03.

SECTION 5.04. Payment of Obligations. The Borrower will, and will cause each of its Subsidiaries to, pay its obligations, including Tax liabilities, that, if not paid, could reasonably be expected to result in a Material

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Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate Company reserves with respect thereto in

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accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Subsidiaries to, (a) keep and maintain all property

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material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect and (b) maintain, with financially sound and reputable insurance companies, insuranc

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e in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 5.06. Books and Records; Inspection Rights. The Borrower will, and will cause each of its Subsidiaries to,

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keep proper books of record and account in which full, true and correct entries are made in all material respects and sufficient to prepare financial statements in accordance with GAAP. The Borrower will, and will cause each of its Material Subsidiaries to, permit any representatives designated by

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the Administrative Agent, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably

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requested (but not more than once per calendar year unless an Event of Default exists). Notwithstanding the foregoing, neither the Borrower nor its Subsidiaries shall be required to disclose or discuss, or permit the inspection, examination or making of extracts of any document, book, record or

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other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent, such Lender or their representatives is then prohibited by applicable

law or any agreement binding on Borrower or its Subsidiaries or

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(iii) is protected from disclosure by the attorney-client privilege or the attorney work product privilege.

SECTION 5.07. Compliance with Laws and Contractual Obligations. The Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental

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Authority (including without limitation Environmental Laws), and all agreements and other contractual instruments, applicable to it or its property, in each case except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Borrower

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will maintain in effect and enforce policies and procedures designed to promote and achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.08. Use of Proceeds

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s. The proceeds of the Loans will be used only to finance the working capital needs, and for general corporate purposes, of the Borrower and its Subsidiaries. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the

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Board, including Regulations T, U and X. Following the application of the proceeds of each Borrowing, not more than 25% of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis) subject to the provisions of Section 6.02 or Section 6.03 or subject to any restrictio

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n contained in any Loan Document will be "margin stock" within the meaning of Regulation U. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not

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use, the proceeds of any Borrowing or Letter of Credit (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or

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facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, business or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or in a European Union

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member state or (iii) in any manner that would result in the violation of any Sanctions known to the Borrower and applicable to any party hereto.

SECTION 5.09. Subsidiary Guaranty. On the Effective Date, the Borrower shall cause each Material Subsidiary that is a Domestic Subsidiary (excludin

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g any Excluded Domestic Subsidiary) to become a Subsidiary Guarantor. Subsequent to the Effective Date, as promptly as possible but in any event within thirty (30) days (or such later date as may be agreed upon by the Administrative Agent) after any Domestic Subsidia

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ry (excluding any Excluded Domestic Subsidiary) qualifies as a Material Subsidiary required to become, or is designated by the Borrower as, a Subsidiary Guarantor, the Borrower shall provide the Administrative Agent with written notice thereof and shall cause each such

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Subsidiary to deliver to the Administrative Agent the Subsidiary Guaranty (or a joinder thereto in the form contemplated thereby, as applicable) pursuant to which such Subsidiary agrees to be bound by the terms and provisions thereof, such Subsidiary Guaranty (or joinder

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thereto, as applicable) to be accompanied by appropriate corporate resolutions, other corporate documentation and legal opinions in form and substance reasonably satisfactory to the Administrative Agent and its counsel. Notwithstanding the foregoing, in the case of any Material Subsidiary that is

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a Domestic Subsidiary the stock (or other equity interests) of which the Borrower or any Subsidiary acquires after the Effective Date and intends to transfer to any Foreign Subsidiary or Excluded Domestic Subsidiary pursuant to Section 6.03(a)(iii) Section 6.03(a)(viii), as applicabl

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e, the Borrower shall not be required to provide such notice or cause such Subsidiary to become a Subsidiary Guarantor hereunder until thirty (30) days (or such later date as may be agreed upon by the Administrative Agent) after the earlier of the date on which the Borrower or the applicabl

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e Subsidiary no longer intends to so transfer the stock (or other equity interests) of such acquired Subsidiary or a six (6) month period (or such longer period as may be agreed upon by the Administrative Agent) has elapsed without the Borrower or the applicable Subsidiary so transferring the

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stock (or other equity interests) of such acquired Subsidiary.

ARTICLE VI

Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and

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all Letters of Credit have expired or terminated (in each case without any pending draw), or otherwise become subject to cash collateralization or other arrangements reasonably satisfactory to the Administrative Agent, and all LC Disbursements shall have

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been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Subsidiary Indebtedness. The Borrower will not permit any Subsidiary to create, incur, assume or permit to exist any Indebtedness, except:

(a)the Obligations and any other Indebtedness created

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under the Loan Documents;

(b) Indebtedness existing on the date hereof and set forth in Schedule 6.01 to the Disclosure Letter and extensions, renewals, refinancings and replacements of any such Indebtedness with Indebtedness of a similar type that does not increase

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the then outstanding principal amount thereof except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such extensions, renewals, refinancings or replacements;

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(c) Indebtedness of any Subsidiary to the Borrower or any other Subsidiary;

(d) Guarantees by any Subsidiary of Indebtedness of the Borrower or any other Subsidiary;

(e) Indebtedness of any Subsidiary incurred to finance the acquisition, construction or

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improvements of any fixed or capital assets and related software, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets (and additions, accessions, parts,

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improvement and attachments thereto and the proceeds thereof) prior to the acquisition thereof, and extensions, renewals, refinancings and replacements of any such Indebtedness with Indebtedness of a similar type that does not increase the then outstanding principal amount

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thereof except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such extensions, renewals, refinancings or replacements; provided that such Indebtedness is incurred prior to

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or within 120 days after such acquisition or the completion of such construction or improvement; and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof;

(f) Indebtedness of any Person that

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become s a Subsidi ary after the date hereof; provide d that such Indebte dness exists at the time such Person become s a Subsidi ary and is not created in contem plation of or in connecti on with such Person becomin g a Subsidi ary, and extensio ns, renewal s, refinanci ngs and replace ments of any

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such Indebtedness with Indebtedness of a similar type that does not increase the then outstanding principal amount thereof except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connecti

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on with such extensions, renewals, refinancings or replacements;

(g) Indebtedness of any Subsidiary as an account party in respect of letters of credit, bank guarantees and bankers' acceptances;

(h) Indebtedness in respect of Swap Agreements;

(i) Indebtedness

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with respect to surety, appeal, indemnity, performance or other similar bonds in the ordinary course of business or with respect to agreements providing for indemnification, adjustment of purchase price, earn-out payments, earnest money or similar obligations in connection with any

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acquisitions, or any dispositions permitted by Section 6.03 or other uses provided for in clause (d) of the definition of Permitted Encumbrances;

(j) Indebtedness arising from the honoring of a check, draft or similar instrument against insufficient funds or from the endorsement of

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instruments for collection in the ordinary course of business;

(k) customer deposits and advance payments received in the ordinary course of business from customers for goods or services purchased in the ordinary course of business;

(l) Indebtedness

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consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply agreements, in each case incurred in the ordinary course of business;

(m) Indebtedness of Subsidiaries which are not Loan Parties in an aggregate principal amount

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not to exceed the greater of (i) $675,000,000 and (ii) 7.5% of Consolidated Total Assets (calculated as of the most recently ended fiscal quarter and determined at the time of the incurrence of such Indebtedness by reference to the Borrower's financial statements most recently delivered

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pursuant to Section 5.01(a) or (b) or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 5.01(a) or (b), the most recent financial statements referred to in Section 3.04(a)) at any time outstanding;

(n) Indebtedness arising

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under a declaration of joint and several liability used for the purpose of Article 2:403 of the Dutch Civil Code (and any residual liability under such declaration arising pursuant to section 2:404(2) of the Dutch Civil Code); and

(o)other Indebtedness of any Subsidiary which is

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a Loan Party so long as, at the time of the incurrence thereof and after giving effect thereto (on a pro forma basis), the Borrower is in pro forma compliance with the maximum Leverage Ratio permitted under Section 6.05(a).

SECTION 6.02. Liens. The Borrower will not, and will

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not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it (and for purposes hereof, any capital stock issued by the Borrower which is held by the Borrower as treasury stock shall not be deemed to be property or an

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asset of the Borrower and shall not be subject to this Section 6.02), except:

(a) Permitted Encumbrances;

(b)any Lien on any property or asset (and any additions, accessions, parts, improvements and attachments thereto and the proceeds thereof) of the Borrower or any

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Subsidiary existing on the date hereof and set forth in Schedule 6.02 to the Disclosure Letter; provided that (i) such Lien shall not apply to any other property or asset (other than any additions, accessions, parts, improvements and attachments thereto and the proceeds thereof)

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of the Borrower or any Subsidiary

and (ii) such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals, refinancings and replacements of any such obligations with obligations of a similar type that does not increase the then

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outstanding principal amount thereof except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such extensions, renewals, refinancings or replacements;

(c)any Lien

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existing on any property or asset (and any additions, accessions, parts, improvements and attachments thereto and the proceeds thereof) prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset (and any additions, accessions, parts,

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improvements and attachments thereto and the proceeds thereof) of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or

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such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets (other than any additions, accessions, parts, improvements and attachments thereto and the proceeds thereof) of the Borrower or any Subsidiary and (iii) such Lien

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shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and extensions, renewals, refinancings and replacements of any such obligations with obligations of a similar type that does not

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increase the then outstanding principal amount thereof except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such extensions, renewals, refinancings or replacements;

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(d) Liens on fixed or capital assets and related software (and additions, accessions, parts, improvements and attachments thereto and the proceeds thereof) acquired, constructed or improved by the Borrower or any Subsidiary; provided that (i) such security interests secure Indebtedness

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not otherwise prohibited under this Agreement and extensions, renewals, refinancings and replacements of any such Indebtedness with Indebtedness of a similar type that does not increase the then outstanding principal amount thereof except by an amount equal to a reasona

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ble premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such extensions, renewals, refinancings or replacements, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within one hundred

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twenty (120) days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets and related software and (iv) such security interests shall not

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apply to any other property or assets of the Borrower or any Subsidiary (other than any additions, accessions, parts, improvements and attachments thereto and the proceeds thereof);

(e) customary bankers' Liens and rights of setoff arising by operation of law

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or contract and incurred on deposits made in the ordinary course of business or on deposit or securities accounts;

(f) assignments of the right to receive income effected (i) revise this Award Agreement as a part of the sale of a Subsidiary or a business unit or (ii) for factorin

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g in the ordinary course of business;

(g) Liens on any cash earnest money deposit made by the Borrower or any Subsidiary in connection with any letter of intent or acquisition agreement that is not prohibited by this Agreement;

(h) customary Liens granted in favor of a

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trustee to secure fees and other amounts owing to such trustee under an indenture or other agreement pursuant to Indebtedness not otherwise prohibited under this Agreement;

(i)Liens against properties leased or covered under Borrower's syntheti

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c lease facilities to secure Borrowe r's obligatio ns under the docume nts governi ng such facilities , or granted against any such property to secure Indebte dness incurred to repay any such facility or purchas e any such property and extensio ns, renewal s, refinanci ngs and

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replacements of any such obligations with obligations of a similar type that does not increase the then outstanding principal amount thereof except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred

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, in connection with such extensions, renewals, refinancings or replacements;

(j)Liens securing reasonable and customary fees for services in favor of banks, securities interme diaries or other depository institutions;

(k) Liens on cash collateral and other property delivere

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d to or received by an issuer or bank in connection with a letter of credit, bank guarantee or bankers' acceptance, securing reimbursement obligations with respect to such letters of credit, bank guarantees and bankers' acceptances, and Liens on cash collateral or margin posted for obligatio

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ns arising under Swap Agreements, in each case, that are not otherwise prohibited under this Agreement and are in respect of transactions entered into in the ordinary course of business;

(l)Liens on insurance proceeds securing the premium of

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financed insurance proceeds;

(m) Liens on assets of any Subsidiary that is not a Loan Party; provided that such Liens shall secure only Indebtedness of a Subsidiary that is not a Loan Party permitted under Section 6.01(m); and

(n)other Liens on assets securing Indebtedness

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or other obligations not prohibited hereunder in an aggregate amount not to exceed the greater of (i) $400,000,000 and (ii) 5% of Consolidated Total Assets (calculated as of the most recently ended fiscal quarter and determined at the time of the granting of such Lien by reference to the Borrowe

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r's financial statements most recently delivered pursuant to Section 5.01(a) or (b) or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 5.01(a) or (b), the most recent financial statements referred to in Section 3.04(a)) at any time

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outstanding.

SECTION 6.03. Fundamental Changes and Asset Sales. (a) The Borrower will not, and will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge or consolidate with it or sell, transfer, lease or otherwise dispose (includin

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g pursuant to a Sale and Leaseback Transaction) of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or substantially all of the stock of any of its Subsidiaries (in each case, whether now owned or hereafter acquired, and for purposes hereof, any capital stock

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issued by the Borrower which is held by the Borrower as treasury stock shall not be deemed to be property or an asset of the Borrower and shall not be subject to this Section 6.03), or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have

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occurred and be continuing:

(i)any Subsidiary may merge into or consolidate with a Loan Party in a transaction in which the surviving entity is or becomes a Loan Party (provided that any such merger involving the Borrower must result in the Borrower as the surviving entity);

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(ii)any wholly-owned Subsidiary may merge into or consolidate with any wholly-owned Subsidiary in a transaction in which the surviving entity is a wholly-owned Subsidiary and no Person other than the Borrower or a wholly-owned Subsidiary receives any consideration, provided

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that if any such merger or consolidation described in this clause (ii) shall involve a Loan Party, the surviving entity of such merger or consolidation shall be or shall become a Loan Party;

(iii)any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to a Loan Party or

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any wholly-owned Subsidiary pursuant to a transaction not otherwise prohibited under this Agreement;

(iv)any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower;

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(v)the Borrower may merge with any other Person so long as the Borrower is the surviving entity;

(vi)any Subsidiary may merge or consolidate with any other Person so long as the surviving entity is, in the case of a Subsidiary Guarantor, a Subsidiary Guarantor, and in all other cases, a

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wholly-owned Subsidiary;

(vii)any Subsidiary may dispose of all or substantially all of the stock (or other equity interests) of any of its Subsidiaries other than a Material Subsidiary to, and Borrower or any Subsidiary may dispose of assets to, any other Person so long as Borrower delivers

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a certificate to the Administrative Agent demonstrating pro forma compliance with Section 6.05 after giving effect to such transaction; and

(viii)the Borrower may transfer the stock (or other equity interests) of any Subsidiary held by the Borrower to any wholly-owned Subsidiary; provided that

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any such transfer of the stock (or other equity interests) of any Domestic Subsidiary that is, or that would otherwise be required to be, a Subsidiary Guarantor may only be made to a Subsidiary Guarantor; provided further that the foregoing proviso shall not apply to the transfer of the

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stock (or other equity interests) of any Domestic Subsidiary during the period of six (6) months (or such longer period as may be agreed upon by the Administrative Agent) after the acquisition after the Effective Date of such Domestic Subsidiary by the Borrower.

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(b)The Borrower will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Subsidiaries on the date of execution of this Agreement and businesses reasonably related thereto.

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(c)The Borrower will not, and will not permit any of its Subsidiaries to, change its fiscal year to end on a day other than as such fiscal year end is currently determined or change the Borrower's method of determining fiscal quarters.

SECTION 6.04. Transactions with Affiliates.

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The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of

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business at prices and on terms and condition s not less favorabl e to the Borrower or such Subsidia ry than could be obtained on an arm's-length basis from unrelate d third parties, (b) transacti ons between or among the Borrower and its wholly-owned Subsidia ries not involving any other Affiliate that is

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not a Subsidiary, (c) indemnification arrangements, employee agreements, compensation arrangements (including equity-based compensation) and reimbursement of expenses of current or former officers and directors and (d) extraordinary retention, bonus or similar arrangements approved by the Borrower's board

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of directors (or a committee thereof).

SECTION 6.05. Financial Covenants.

(a) Maximum Leverage Ratio. The Borrower will not permit the Leverage Ratio to be greater than 3.00 to 1.00.

(b) Minimum Interest Coverage Ratio. The Borrower will not

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permit the Interest Coverage Ratio to be less than 3.50 to 1.00.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a)the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in

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respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b)the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an

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amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c)any written representation or warranty made or deemed

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made by or on behalf of any Loan Party in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any written report, certificate, financial statement or other document

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furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d)(i) the Borrower shall fail to

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observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to the Borrower's existence), 5.08 or 5.09 or in Article VI or (ii) any Loan Document shall for any reason not be or shall cease to be in full force and effect or is declared to be

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null and void, or the Borrower or any Subsidiary takes any action for the purpose of terminating, repudiating or rescinding any Loan Document or any of its obligations thereunder;

(e)any Loan Party shall fail to observe or perform any covenant, condition or

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agreement contained in any Loan Document (other than those specified in clause (a), (b) or (d) of this Article) and such failure shall continue unremedied for a period of thirty (30) days after notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request

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of the Required Lenders);

(f)the Borrower or any Subsidiary shall fail to make any payment of principal or interest in respect of any Material Indebtedness, when and as the same shall become due and payable after giving effect to any applicable grace period;

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(g)with respect to any Material Indebtedness, any event or condition occurs that results in such Material Indebtedness becoming due prior to its scheduled maturity (other than by regularly scheduled redemptions or by conversion of any convertible debt instrument pursuant to its terms

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unless such redemption or conversion results from a default thereunder or an event of the type that constitutes an Event of Default) or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of such Material Indebtedness or any trustee

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or agent on its or their behalf to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to (x) secured Indebtedness that become

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s due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, (y) any redemption, repurchase, conversion or settlement with respect to any Convertible Debt Security pursuant to its terms unless such redemption, repurchase, conversion or settlement results

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from a default thereunder or an event of the type that constitutes an Event of Default or (z) any early payment requirement or unwinding or termination with respect to any Swap Agreement, including any Bond Hedge;

(h)an involuntary proceeding shall be commenced or an

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involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Material Subsidiary or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafte

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r in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or

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an order or decree approving or ordering any of the foregoing shall be entered;

(i)the Borrower or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy,

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insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver,

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trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of

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creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j)the Borrower or any Material Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k)one or more judgments for the payment of money in an

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aggregate amount in excess of $100,000,000 (to the extent not covered by a creditworthy insurer that has not denied coverage), shall be rendered against the Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period

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of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor holding a judgment in excess of $100,000,000 to attach or levy upon any assets of the Borrower or any Subsidiary to enforce any

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such judgment;

(l)an ERISA Event shall have occurred that, in the reasonable opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect; or

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(m)a Change in Control shall occur;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent

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may with the consent of the Required Lenders, and shall at the request of the Required Lenders, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments (and the Letter of Credit Commitments), and thereupon the Commitments

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(and the Letter of Credit Commitments) shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupo

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n the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of

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any kind, all of which are hereby waived by the Borrower, and (iii) require cash collateral for the LC Exposure in accordance with Section 2.06(j); and in case of any event with respect to the Borrower described in clause (h) or (i) of this Article, the Commitments (and the

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Letter of Credit Commitments) shall automatically terminate and the principal of the Loans then outstanding and cash collateral for the LC Exposure, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan

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Documents, shall automatically become due and payable, and the obligation of the Borrower to cash collateralize the LC Exposure as provided in clause (iii) above shall automatically become effective, without presentment, demand, protest or other notice of any kind, all of which are hereby

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waived by the Borrower. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan

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Documents or at law or equity.

ARTICLE VIII

The Administrative Agent

SECTION 8.01. Authorization and Action.

(a)Each Lender and Issuing Bank hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors and

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assigns to serve as the administrative agent and collateral agent under the Loan Documents and each Lender and the Issuing Bank authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are

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delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. Without limiting the foregoing, each Lender and Issuing Bank hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under,

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each of the Loan Documents to which the Administrative Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.

(b)As to any matters not expressly provided for herein and in the other Loan Docume

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nts (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders

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(or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and Issuing Bank; provided, however, that the Administrative Agent shall not

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be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and the Issuing Banks with respect to such action or (ii) is contrary

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to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of

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property of a Defaulting Lender in violation of any requirement of law

relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action

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and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, any Subsidiary or any

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Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its

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duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c)In performing its functions and duties hereunder and

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under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Banks (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting

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the generality of the foregoing:

(i)the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, any Issuing Bank or any other holder of

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Obligations other than as expressly set forth herein and in the other Loan Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term “agent” (or any similar term) herein or in any other

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Loan Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or

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reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or

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the transactions contemplated hereby; and

(ii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

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(d)The Administrative Agent may perform any of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of

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their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their

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respectiv e activities pursuant to this Agreeme nt. The Administ rative Agent shall not be responsi ble for the negligen ce or miscond uct of any sub-agent except to the extent that a court of compete nt jurisdicti on determin es in a final and nonappe alable judgmen t that the Administ rative Agent acted with

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gross negligence or willful misconduct in the selection of such sub-agent.

(e) None of any Co-Syndication Agent, any Co-Documentation Agent or any Arranger shall have obligations or duties whatsoever in such capacity under this Agreement or any other Loan Document and shall incur no

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liability hereunder or thereunder in such capacity, but all such persons shall have the benefit of the indemnities provided for hereunder.

(f) In case of the pendency of any proceeding with respect to any Loan Party under any federal, state or foreign bankruptcy, insolvency, receivers

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hip or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any reimbursement obligation in respect of any LC Disbursement shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether

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the Administrative Agent shall have made any demand on any Loan Party) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i)to file and prove a claim for the whole amount of the principal and interest owing and unpaid

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in respect of the Loans, LC Disbursements and all other Obligations that are owing and unpaid and to file such other documents as may be deems necessary or advisable, in order to have the claims of the Lenders, the Issuing Banks and the Administrative Agent (including any

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claim under Sections 2.12, 2.13, 2.15, 2.17 and 9.03) allowed in such judicial proceeding; and

(ii)to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator

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, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, each Issuing Bank and each other holder of Obligations to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall

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consent to the making of such payments directly to the Lenders, the Issuing Banks or the other holders of Obligations, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03).

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Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the

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rights of any Lender or any Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or any Issuing Bank in any such proceeding.

(g) The provisions of this Article VIII are solely for the benefit of the Administrative Agent, the Lenders and the Issuing

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Bank, and, except solely to the extent of the Borrower's rights to consent pursuant to and subject to the conditions set forth in this Article VIII, none of the Borrower or any Subsidiary, or any of their respective Affiliates, shall have any rights as a third party beneficiary under any such provisions. Each

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holder of the Obligations, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the provisions of this Article VIII.

SECTION 8.02. Administrative Agent's Reliance, Limitation of

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Liability, Etc.

(a) Neither the Administrative Agent nor any of its Related Parties shall be (i) liable for any action taken or omitted to be taken by such party, the Administrative Agent or any of its Related Parties under or in connection with this Agreement or the other Loan Documents (x) with the

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consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or (y) in the absence of its own gross

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negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and non-appealable judgment) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan

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Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value,

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validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf, or any other electronic means

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that reproduces an image of an actual executed signature page) or for any failure of any Loan Party to perform its obligations hereunder or thereunder.

(b)The Administrative Agent shall be deemed not to have knowledge of any (i) notice of any of the events or circumstances set forth

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or described in Section 5.02 unless and until written notice thereof stating that it is a “notice under Section 5.02” in respect of this Agreement and identifying the specific clause under said Section is given to the Administrative Agent by the Borrower or (ii) notice of any Default or Event of Default unless

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and until written notice thereof (stating that it is a “notice of Default” or a “notice of an Event of Default”) is given to the Administrative Agent by the Borrower, a Lender or an Issuing Bank, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any stateme

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nt, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set

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forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any

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Loan Document, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative

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Agent. Notwithstanding anything herein to the contrary, the Administrative Agent shall not be liable for, or be responsible for any Liabilities, costs or expenses suffered by the Borrower, any Subsidiary, any Lender or any Issuing Bank as a result of, any determination of the Revolving Credit Exposure, any of the

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component amounts thereof or any portion thereof attributable to each Lender or the Issuing Bank or any Dollar Amount ~~or Foreign Currency Amount~~ thereof.

(c) Without limiting the foregoing, the Administrative Agent (i) may treat the payee of any promissory note as its holder until

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such promissory note has been assigned in accordance with Section 9.04, (ii) may rely on the Register to the extent set forth in Section 9.04(b), (iii) may consult with legal counsel (including counsel to the Borrower), independent public accountants and other experts selected by it, and shall not be liable

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for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (iv) makes no warranty or representation to any Lender or any Issuing Bank and shall not be responsible to any Lender or any Issuing Bank for any statements,

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warranties or representations made by or on behalf of any Loan Party in connection with this Agreement or any other Loan Document, (v) in determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a

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Lender or an Issuing Bank, may presume that such condition is satisfactory to such Lender or such Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Bank sufficiently in advance of the making of such Loan or the issuance

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of such Letter of Credit and (vi) shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any notice, consent, certificate or other instrument or writing (which writing may be a fax, any electronic message, Internet or

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intranet website posting or other distributi on) or any stateme nt made to it orally or by telephon e and believed by it to be genuine and signed or sent or otherwis e authentic ated by the proper party or parties (whether or not such Person in fact meets the requirem ents set forth in the Loan Docume

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nts for being the maker thereof).

SECTION 8.03. Posting of Communications.

(a)The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders and the Issuing Banks by posting the Communications on IntraLinks™,

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DebtDomain, SyndTrak, ClearPar or any other electronic platform

chosen by the Administrative Agent to be its electronic transmission system (the "Approved Electronic Platform").

(b) Although the Approved Electronic Platform and its primary web portal

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are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-

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deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, each of the Issuing Banks and the Borrower acknowledges and agrees that the distribution of material through an electronic medium is not

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necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, the

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Issuing Banks and the Borrower hereby approves distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

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REQUIRE "CLICK THROUGH" OR OTHER AFFIRMATIVE ACTIONS ON THE PART OF THE RECIPIENT TO ACCESS SUCH COMMUNICATION.

(d)Each Lender and each Issuing Bank agrees that notice to it (as provided in the next sentence) specifying that Communications have been

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posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents.

Each Lender and each Issuing Bank agrees (i) to notify the Administrative Agent in writing (which could be in the form of electroni

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c communi cation) from time to time of such Lender's or such Issuing Bank's (as applicabl e) email address to which the foregoin g notice may be sent by electroni c transmis sion and (ii) that the foregoin g notice may be sent to such email address.

(e)Each of the Lenders, each Issuing Bank and the

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Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally applicable document retention procedur

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es and policies.

(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or any Issuing Bank to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 8.04. The Administrative Agent

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Individually. With respect to its Commitment, Loans (including Swingline Loans), Letter of Credit Commitment and Letters of Credit, the Person serving as the Administrative Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and

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liabilities as and to the extent set forth herein for any other Lender or Issuing Bank, as the case may be. The terms “Issuing Bank”, “Lenders”, “Required Lenders” and any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual

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capacity as a Lender, an Issuing Bank or as one of the Required Lenders, as applicable. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of

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banking, trust or other business with, the Borrower, any Subsidiary or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Bank.

SECTION 8.05. Successor Administrative Agent.

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(a)The Administrative Agent may resign at any time by giving at least 30 days' prior written notice thereof to the Lenders, the Issuing Banks and the Borrower, whether or not a successor Administrative Agent has been appointed. Upon any such resignation, the Required Lenders shall have the right to appoint

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a success or Administrative Agent. If no success or Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on

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behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York or an Affiliate of any such bank. In either case, such appointment shall be subject to the prior written approval of the Borrower (which approval

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may not be unreasonably withheld and shall not be required while an Event of Default has occurred and is continuing). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all

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the rights, powers, privileges and duties of the retiring Administrative Agent. Upon the acceptance of appointment as Administrative Agent by a successor Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan

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Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Loan Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Loan Docume

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nts. Fees payable by the Borrower to a success or Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such success or.

(b) Notwithstanding paragraph (a) of this Section, in the event no success or Administrative

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Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the

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Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) the Required Lenders shall succeed to and become vested with all

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the rights, powers, privileges and duties of the retiring Administrative Agent; provided that (A) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly

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to such Person and (B) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such,

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the provisions of this Article VIII and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect

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of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

SECTION 8.06. Acknowledgements of Lenders and Issuing Banks.

(a)Each Lender and each Issuing Bank represents and warrants that (i) the Loan Documents set

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forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or such Issuing Bank, in each case in the ordinary course of business, and not for the purpose of

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purchasing, acquiring or holding any other type of financial instrument (and each Lender and the Issuing Bank agrees not to assert a claim in contravention of the foregoing), (iii) it has, independently and without reliance upon the Administrative Agent, any Arranger, any Co-Syndication Agent, any Co-

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Documentation Agent or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold

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Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Bank, and either it, or the Person exercising discretion in making its decision

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to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Bank also acknowledges that it will, independently and

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without reliance upon the Administrative Agent, any Arranger, any Co-Syndication Agent, any Co-Documentation Agent or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public

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information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreeme

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nt or any document furnished hereunder or thereunder.

(b)Each Lender, by delivering its signature page to this Agreement on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereund

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er, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

SECTION 8.07. Certain ERISA Matters.

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(a)Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the Arrangers and

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their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i)such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit

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Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii)the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class

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exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective

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investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments

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and this Agreement,

(iii)(A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender

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to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies

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the require ments of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowled ge of such Lender, the require ments of subsecti on (a) of Part I of PTE 84-14 are satisfied with respect to such Lender' s entranc e into, participa tion in, administ ration of and perform ance of the

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Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion and such Lender.

(b)In addition, unless sub-clause (i)

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in without the immediately preceding clause (a) is true consent of Participant, to comply with respect Section 409A or to a Lender otherwise avoid imposition of any additional tax or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately

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preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent,

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and the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents or any of their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent, or the Arrangers, the Co-Syndication Agents,

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the Co-Documentation Agents or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including income recognition under Section 409A in connection with the reservation or exercise this Award of any rights by the Administrative Agent under this Agreement, any Loan

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Document or any documents related hereto or thereto).

(c)The Administrative Agent and each Arranger, Co-Syndication Agent and Co-Documentation Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice, or to give advice in a fiduciary

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capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby

in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the

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Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender

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or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, commitment fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative

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agent fees or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

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ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall

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be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

Restricted Stock Units.

(i)if to the Borrower, to it at 1395 Crossman Avenue, Sunnyvale, California 94089, Attention of Treasurer (Email: ng-Treasury-Capital-Markets@netap

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p.com), with a copy (in the case of a notice of Default) to Legal (Email: corporatesecretary@netapp.com); (ii) 26. **if No Waiver**. Either party's failure to the Administrative Agent, (A) in the case en force any provision or provisions of Borrowings denominated in Dollars, to JPMorg

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an Chase Bank, N.A., 10 South Dearborn Street, 7th Floor, Chicago, Illinois 60603, Attention of Pastell Jenkins (Telecopy No. 844-490-5663), (B) in the case of Borrowings denominated in Foreign Currencies, to J.P. Morgan Europe Limited, 25 Bank Street, Canary Wharf,

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London E14 5JP, Attention of The Manager, Loan & Agency Services (Telecopy No. 44 207 777 2360), and (C) for all other notices, to JPMorgan Chase Bank, N.A., 8181 Communications Pkwy, Bldg B, Floor 06, Plano, Texas 75024, Attention of Zachary Quan (Email: zachary.quan@j

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pmorgan.com);

(iii)if to JPMorgan Chase Bank, N.A., in its capacity as an Issuing Bank, to it at JPMorgan Chase Bank, N.A., 10 South Dearborn Street, 7th Floor, Chicago, Illinois 60603, Attention of Pastell Jenkins (Telecopy No. 844-490-5663);

(iv)if to the Swingline

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Lender, to it at JPMorgan Chase Bank, N.A., 10 South Dearborn Street, 7th Floor, Chicago, Illinois 60603, Attention of Pastell Jenkins (Telecopy No. 844-490-5663); and

(v)if to any other Lender or Issuing Bank, to it at its address (or telecopy number) set forth in its Administrative

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Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business

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hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through Approved Electronic Platforms, to the extent provided in paragraph (b) below, shall be effective as provided

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in said paragraph (b).

(b) Notices and other communications to any Loan Party, the Lenders and the Issuing Banks hereunder may be delivered or furnished by using Approved Electronic Platforms pursuant to procedures approved by the Administrative Agent; provide

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d that the foregoing this Award Agreement shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other

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communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Unless the Administrative Agent otherwise

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prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written

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acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or

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communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been

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sent at the opening of business on the next business day for the recipient.

(d)Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02. Waivers;

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Amendments. (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandon

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ment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and

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are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be

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effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not way be construed as a waiver of any Default, regardless such provision or provisions, nor prevent that party from

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thereafter enforcing each and every other provision of whether this Award Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the Administrative Agent, any

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Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. circumstances.

(b) 27. **Except as provided in Section 2.20 or in Section 2.24 (with respect to Governing Law; Severability**. This Award Agreement and the extensio

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n Restricted Stock Units are governed by the internal substantive laws, but not the choice of law rules, of the Maturity Date) or in Section 9.02(c) or in Section 2.14(b)~~,~~ **and** Section 2.14(c~~) and Section 2.14(d~~), neither this Agreement nor State of California. In the event

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that any provision hereof may be waived, amended becomes or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase

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the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly affected thereby, (iii)

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postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent

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of each Lender directly affected thereby, (iv) change Section 2.09(c) or Section 2.18(b) or (c) in a manner that would alter the ratable reduction of Commitments or the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change the paymen

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t waterfall provisions of Section 2.23(b) without the written consent of each Lender, (vi) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive,

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amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (it being understood that, solely with the consent of the parties prescribed by Section 2.20 to be parties to an Incremental Term Loan

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Amendment, Incremental Term Loans may be included in the determination of Required Lenders on substantially the same basis as the Commitments and the Revolving Loans are included on the Effective Date) or (vii) (x) release the Borrower from its obligations

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under Article X or (y) except as provided in Section 9.15, release all or substantially all of the Subsidiary Guarantors from their obligations under the Subsidiary Guaranty, in each case, without the written consent of each Lender; provide dfurther that no such agreement

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shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, any Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, such Issuing Bank or the Swingline Lender, as the case may be

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(it being understood that any change to Section 2.23 shall require the consent of the Administrative Agent, the Issuing Banks and the Swingline Lender); and provide dfurther that no such agreement shall amend or modify the provisions of Section 2.06 without the prior

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written consent of the Administrative Agent and the Issuing Banks. Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modific

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ation referred to in clause (i), (ii) or (iii) of the first proviso of this paragraph and then only in the event such Defaulting Lender shall be directly affected by such amendment, waiver or other modification.

(c) Notwithstanding the foregoing, this Agreement and any other Loan Docum

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ent may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (x) to add one or more credit facilities (in addition to any increase in Commitments pursuant to Section 2.20 and the Incremental Term Loans

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pursuant to an Incremental Term Loan Amendment) to this Agreement and to permit extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents

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with the Revolving Loans, Incremental Term Loans and the accrued interest and fees in respect thereof and (y) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Lenders; provided that any such amendment or

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restatement shall require that any waivers or amendments of Section 4.02 shall also require the written consent or approval of Lenders having Revolving Credit Exposures and unused Commitments in respect of Revolving Loans representing more than 50% of

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the sum of the total Revolving Credit Exposures and unused Commitments in respect of Revolving Loans.

(d)If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “each Lender directly affected thereby,” the

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consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Borrower may elect to replace a Non-

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Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower and the Administrative Agent shall agree, as of such date, to purchase for cash

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the Loans and other

Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of

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such date and to comply with the require ments of clause (b) of Section 9.04, (ii) the Borrow er shall pay to such Non- Consen ting Lender in same day funds on the day of such replace ment (1) all interest, fees and other amount s then accrued but unpaid to such Non- Consen

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ting Lender by the Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (2) an amount, if any, equal to the payment which would have been due to

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such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender and (iii) such Non-Consenting Lender shall have received the outstanding principal

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amount of its Loans and participations in LC Disbursements. Each party hereto agrees that (i) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee (or, to

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the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (ii) the Lender required to make such assign

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ment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and

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deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto.

(e) Notwithstanding anything to the contrary herein the

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Administrative Agent may, with the consent of the Borrower only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency.

SECTION 9.03. Expenses; Limitation of Liability;

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Indemnity; Etc.

(a)The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of one primary counsel for the Administrative Agent and one local

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counsel in each applica ble jurisdicti on, in connect ion with the syndica tion and distribut ion (includi ng, without limitatio n, via the internet or through a service such as Intralink s) of the credit facilities provide d for herein, the prepara tion and adminis tration of this Agreem ent and the other

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Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by the Issuing Banks

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in connection with the issuance, amendment or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank or any Lender, including the

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fees, charges and disbursements of one primary counsel for the Administrative Agent and one additional local counsel in each applicable jurisdiction for the Administrative Agent, and one counsel for all the Lenders other than the Administrative Agent, in connection with the enforcement or protecti

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on of its rights in connection with this Agreement and any other Loan Document, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout

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, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b)The Borrower shall indemnify the Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an

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"Indemnitee") against, and hold each Indemnitee harmless from, any and all Liabilities and related expenses (which, in the case of fees, charges and disbursements of counsel, shall be limited to the reasonable and documented fees, charges and disbursements of (i) one

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primary counsel, and one additional local counsel in each applicable jurisdiction, for the Administrative Agent, its Affiliates and related Indemnitees (taken as a whole) and (ii) one additional counsel, and one additional counsel in each applicable jurisdiction, for all the Lenders

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and other Indemnitees (taken as a whole)) incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any agreement or instrument contemplated thereby, the performance by

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the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a

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demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned

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or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability of the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not such claim, litigatio

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n, investigation or proceeding is brought by the Borrower or any other Loan Party or its or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a

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party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Liabilities or related expenses are determined declared by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (x) the gross neglige

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nce or willful miscon duct of such Indemni tee, (y) the material breach by such Indemni tee of its express obligati ons under this Agreem ent pursuan t to a claim initiated by the Borrow er or (z) any dispute solely among Indemni tees (not arising as a result of an act or omissio n by the

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Borrower or any of its Subsidiaries or Affiliates) other than claims against any of the Administrative Agent or the Lenders or any of their Affiliates in its capacity or in fulfilling its role as the Administrative Agent, an Issuing Bank, the Swingline Lender, a lead arranger, a bookrunner, a

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co-syndication agent, a co-documentation agent or any similar role under this Agreement). Each of the Administrative Agent and the Lenders hereby agrees, on behalf of itself and its related Indemnitees, that any settlement entered into by the Administrative Agent or such Lender,

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respecti vely, and its related Indemni tee in connect ion with a claim or proceed ing for which an indemni ty claim is made against the Borrow er pursuan t to the precedi ng sentenc e shall be so entered into in good faith and not on an arbitrar y or capricio us basis. This Section 9.03(b)

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shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c)To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent, any

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Issuing Bank ill egal, unenfor ceable or the Swingli ne Lender under paragra ph (a) or (b) of void, this Section, each Lender severall y agrees to pay to the Adminis trative Agent, such Issuing Bank or the Swingli ne Lender and each Related Party of any of the foregoin g Person

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s (each, an "Agent-Related Person"), as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (it being understood that the Borrower's failure to pay

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any such amount shall not relieve the Borrower of any default in the payment thereof); provided that the unreimbursed expense or indemnified Liability or related expense, as the case may be, was incurred by or asserted against such Agent-

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Related Person in its capacity as such.

(d) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any of the Administrative Agent, any Arranger and any Lender, and any Related Party of any of the foregoing

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Persons (each such Person being called a "Lender-Related Person") (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the

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Internet), except to the extent determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Administrative Agent, Arranger, Lender or Lender-Related Person, or (ii) on any

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theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Award Agreement any other Loan Document or any agreement or instrument contemplated

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hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreeme

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nt shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligatio

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ns hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

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Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided

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in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b)(i) Subject to the

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conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment, participations in Letters

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of Credit and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower (provided that the Borrower shall be deemed to have consented to any such

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assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof); provided, further, that no consent of the Borrower shall be required for an assignment to a

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Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent;

(C) the Issuing Banks; and

(D) the Swingline Lender.

(ii) Assignments

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shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender'

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s Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the

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Administrative Agent) shall not be less than $10,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is

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continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the

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assign ment of a proporti onate part of all the assigni ng Lender' s rights and obligati ons in respect of one Class of Commit ments or Loans;

(C) the parties to each assign ment shall execute and deliver to the Admini strative Agent (x) an Assign ment

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and Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment

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and Assumption are participants, together with a processing and recordation fee of $3,500, such fee to be paid by either the assigning Lender or the assignee Lender or shared between such Lenders; and

(D) the assignee, if it shall not be

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a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information

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about the Borrower and its affiliates, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and

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applicable laws, including federal and state securities laws.

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

"Approved Fund" means any Person (other than a natural

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person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate

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of an entity that administers or manages a Lender.

"Ineligible Institution" means (a) a natural person, (b) a Defaulting Lender or its Lender Parent, (c) the Borrower, any of its Subsidiaries or any of its Affiliates, or (d) a company, investment vehicle or trust for, or

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owned and operated for the primary benefit of, a natural person or relative(s) thereof.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the

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assigne e thereun der shall be a party hereto and, to the extent of the interest assigne d by such Assign ment and Assump tion, have the rights and obligatio ns of a Lender under this Agreem ent, and the

assignin g Lender thereun der shall, to the extent of the

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interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall

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cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this

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Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv)The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment

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and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time

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(the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this

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Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment

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and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the

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Assignment and Assumption are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by

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paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment

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required to be made by it pursuant to Section 2.05(c), 2.06(d) or (e), 2.07(b), 2.18(d) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have

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been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c)Any Lender may, without the consent of the Borrower, the Administrative Agent,

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the Issuing Banks or the Swingline Lender, sell participations to one or more banks or other entities (a "Participant"), other than an Ineligible Institution, in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commit

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ment and/or the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrow

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er, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender

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sells such a particip ation shall provide that such Lender shall retain the sole right to enforce this Agreem ent and to approve any amend ment, modific ation or waiver of any provisio n of this Agreem ent; provide d that such agreem ent or instrum ent may provide that such Lender will not,

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without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16

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and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its

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interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater paymen

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t under Sections 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applica

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ble participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by

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law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(d) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a

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non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Partici

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pant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit

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or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasur

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y Regulations or Section 1.163-5(b) of the Proposed United States Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each

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Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no respons

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ibility for maintaining a Participant Register.

(d)Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assign

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ment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or

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substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connecti

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on with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investiga

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tion made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full

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force and effect as long as effect.

28. **Imposition of Other Requirements**. The Company reserves the principal of or any accrued interest right to impose other requirements on Participant's participation in the Plan, on the Award, and on any Loan ca

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sh paymen t or any fee or any other amount payable Shares acquired under this Agreeme nt or any other Loan Docume nt is outstandi ng and unpaid or any Letter of Credit is outstandi ng and so long as the Commit ments have not expired or terminat ed. The provision s of Sections 2.15, 2.16, 2.17 and

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9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Docume

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nt or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Effectiveness; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken

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together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to (i) fees payable to the Administrative Agent and (ii) the reductions of the Letter of Credit Commitment of any Issuing Bank constitute the entire contract among

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the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent

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and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an

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executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement,

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disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an

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image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreeme

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nt, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed

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signatur e page), each of which shall be of the same legal effect, validity or enforcea bility as a manually executed signatur e, physical delivery thereof or the use of a paper-based recordke eping system, as the case may be; provided that nothing herein shall require the Administ rative Agent to accept

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Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) Plan, to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent

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and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii)

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upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each other Loan Party hereby (i) agrees that, for all purposes, including

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without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the other Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf, or any other

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electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) agrees that the Administrative Agent

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and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the

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original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives Company determines it is necessary

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any argument, defense or right advisable in order to contest comply with Applicable Laws or facilitate the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely

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on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Lender-Related Person for any

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Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual execute

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SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provision

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s thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Bank and each of its

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Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender, such Issuing

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Bank or any such Affiliate to or for the credit or the account of the Borrower or any Subsidiary Guarantor or against any of and all of the Obligations held by such Lender, such Issuing Bank or their respective Affiliates, irrespective of whether or not such Lender, such Issuing Bank or such Affiliate shall

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have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender, such Issuing Bank or their respective Affiliates

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may have. Each Lender and each Issuing Bank agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 9.09. Governin

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g Law; Jurisdiction; Consent to Service of Process; Waiver of Immunity.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the Lenders and the Administrative Agent hereby irrevoca

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bly and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Loan Document, any claims brought against the Administrative Agent by any Lender relating to this Agreement, any other Loan Document or the consummation or administration of the

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transactions contemplated hereby Plan. Participant agrees to sign any additional agreements or thereby shall undertakings that may be construed in accordance with and governed by necessary to accomplish the lawforegoing. Furthermore, Participant acknowledges that the laws of

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the State country in which Participant is working at the time of New York.

(c) Each grant, vesting, settlement of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to Award or the exclusive jurisdiction sale of the United States District

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Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan), and any appellate court from any thereof, in any action or proceed

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ing arising out of or relating Shares received pursuant to this Agreement or any other Loan Document or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees

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that all claims in respect of any such action or proceeding may (and any such claims, cross-claims or third party claims brought against the Administrative Agent or any of its Related Parties may only) be heard and determined in such Federal (to the extent permitted by

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law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the

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foregoing, nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document

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against any Loan Party or its properties in the courts of any jurisdiction.

(d) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of

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venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense

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of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(e) Each of the parties hereto hereby irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any

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other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

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LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER

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BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE

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EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION

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S IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

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SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accounta

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nts, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority Award (including any

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self-regulatory authority, such as the National Association of Insurance Commissioners) (in which case, other than with respect to any audit or examination conducted by bank accountants, any self-regulatory authority or any governmental bank regulatory authority exercising examination or

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regulatory authority, each of the Administrative Agent, the Issuing Banks and the Lenders agree to the extent not prohibited by applicable law, rule, regulation or order, to inform the Borrower promptly of the disclosure thereof and to the extent practicable, prior thereto), (c) to the extent required

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by applicable laws, rules or regulations governing securities, foreign exchange, tax, labor or by any subpoena or order or similar legal process (in which case, other than with respect matters) may subject Participant to any audit or examination conducted by bank accounts, any self-regulatory

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authority or any governmental bank regulatory authority exercising examination additional procedural or regulatory authority, each of the Administrative Agent, the Issuing Banks requirements that Participant is and the Lenders agree to the extent not prohibited by applicable law, rule, regulatio

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n or order, to inform the Borrower promptly of the disclosure thereof will be solely responsible for and to the extent practicable, prior thereto), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit,

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action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or

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Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations or to any credit insurance provider relating to the Borrower and its obligations, (g) on a confident

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ial basis to (1) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided for herein or (2) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect

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to the credit facilities provided hereunder, (h) with the consent of the Borrower or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or any agreement contemplated by clause (f) of this Section or (ii) becomes available to the Administrative Agent, any

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Issuing Bank or any Lender on a nonconfidential basis from a source that is not, to the knowledge of the Administrative Agent, such Issuing Bank or such Lender respectively, subject to confidentiality obligations owing to the Borrower or any of its Subsidiaries and prohibiting such disclosure. Notwiths

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tanding the foregoing, none of the Administrative Agent, any Issuing Bank or any Lender shall be required to provide notice of any permitted disclosures made in connection with any regulatory review of the Administrative Agent, such Issuing Bank or such Lender by any governmental agency

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or regulatory body with jurisdiction over the Administrative Agent, such Issuing Bank or such Lender. For the purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to their business, other than any such information that is available to the Administ

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rative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Borrower or such Subsidiary and other than information pertaining to the terms of and parties to this Agreement routinely provided by arrangers to data service providers, including league table provider

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s, that serve the lending industry. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Informati

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on as such Person would accord to its own confident ial informati on.

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ATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

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FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERI

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AL NON-PUBLIC INFORMATION ABOUT THE BORROWER AND ITS AFFILIATES, THE LOAN PARTIES AND THEIR

RELATED PARTIES OR THEIR RESPECTIVE SECURITIES) AND ITS SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORRO

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DANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

SECTION 9.13. USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") and the requirements of

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the Beneficial Ownership Regulation hereby notifies the Borrower that, pursuant to the requirements of the Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name, address

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and tax identification number of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act and the Beneficial Ownership Regulation and other applicable “know your customer” and anti-money laundering rules and regulations.

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SECTION 9.14. **No Advisory or Fiduciary Responsibility**.

(a) The Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that no Credit Party will have any obligations except those obligations expressly set forth herein

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and in the other Loan Documents and each Credit Party is acting solely in the capacity of an arm's length contractual counterparty to the Borrower with respect to the Loan Documents and the transactions contemplated herein and therein and not as a financial advisor

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or a fiduciary to, or an agent of, the Borrower or any other person. The Borrower agrees that it will not assert any claim against any Credit Party based on an alleged breach of fiduciary duty by such Credit Party in connection with this Agreement and the transactions

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contemplated hereby. Additionally, the Borrower acknowledges and agrees that no Credit Party is advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning

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such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated herein or in the other Loan Documents, and the Credit Parties shall have no responsibility or liability to the Borrower with respect thereto.

(b)The Borrower

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further acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party, together with its Affiliates, is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investm

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ent banking and other financial services. In the ordinary course of business, any Credit Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other

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securities and financial instruments (including bank loans and other obligations) of, the Borrower, its Subsidiaries and other companies with which the Borrower or any of its Subsidiaries may have commercial or other relationships. With respect to any securities

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and/or financial instruments so held by any Credit Party or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(c)In addition, the Borrow

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er acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party and its Affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect

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of which the Borrower or any of its Subsidiaries may have conflicting interests regarding the transactions described herein and otherwise. No Credit Party will use confidential information obtained from the Borrower by virtue of the transactions

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contemplated by the Loan Documents or its other relationships with the Borrower in connection with the performance by such Credit Party of services for other companies, and no Credit Party will furnish any such information to other companies. The Borrower also acknowledges that no

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Credit Party has any obligation to use in connection with the transactions contemplated by the Loan Documents, or to furnish to the Borrower or any of its Subsidiaries, confidential information obtained from other companies.

SECTION 9.15. Release of Subsidiary

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Guarantors.

(a)A Subsidiary Guarantor shall automatically be released from its obligations under the Subsidiary Guaranty upon the consummation of any transaction permitted by this Agreement as a result of which such Subsidiary Guarantor ceases to be a Subsidi

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ary; provided that, if so required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. In connection with any termination or release pursuant to this Section, the Administrative

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Agent shall (and is hereby irrevocably authorized by each Lender to) execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of

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documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

(b) Further, the Administrative Agent may (and is hereby irrevocably authorized by each Lender to), upon the request of the Borrower, release any Subsidiary Guarant

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or from its obligations under the Subsidiary Guaranty if such Subsidiary Guarantor is no longer a Material Subsidiary. In addition, if any Subsidiary Guarantor becomes an Excluded Domestic Subsidiary (including by reason of its direct or indirect parent that is a Foreign

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Subsidiary becoming a CFC), the parties hereto agree that such Subsidiary Guarantor shall automatically be released from its obligations under the Subsidiary Guaranty at the time that such Subsidiary becomes an Excluded Domestic Subsidiary (it being

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understood and agreed that, to the extent such Subsidiary later ceases to be an Excluded Domestic Subsidiary, such Subsidiary would then be subject to becoming a Subsidiary Guarantor to the extent applicable under the terms of this Agreement).

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(c)At such time as the principal and interest on the Loans, all LC Disbursements, the fees, expenses and other amounts payable under the Loan Documents and the other Obligations (other than obligations not yet due and payable under any Swap Agreement or any

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Banking Services Agreement, and other Obligations expressly stated to survive such payment and termination) shall have been paid in full in cash, the Commitments shall have been terminated and all Letters of Credit (other than Extended Letters of

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Credit) have terminated or expired (in each case without any pending draw) or otherwise become subject to cash collateralization or other arrangements reasonably satisfactory to the Administrative Agent, the Subsidiary Guaranty and all obligations (other than those

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expressly stated to survive such termination) of each Subsidiary Guarantor thereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any Person.

SECTION 9.16. Interest Rate Limitation. Notwithstanding anything herein to the

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contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall

exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged,

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taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and

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Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor)

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until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.17. Acknowledgement and Consent to Bail-In of Affected Financial Institutions Holding Period Condition. Notwithstanding anything to the

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contrary in this Award Agreement, any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Docume

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nt, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a)the applicati

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on of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b)the effects of any Bail-In Action on any such liability, including, if

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applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be Shares

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issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii)the variation of the terms of such liability in

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connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 9.18. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for

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Swap Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under

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the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicabl

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e notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a

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"Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in

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property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest,

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obligation and rights in property) were governed by the laws of the United States or

a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under

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the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime

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if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event

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affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

ARTICLE X

Borrower Guarantee

In order to induce the Lenders to extend credit to the Borrower hereunder and for other good and valuable consider

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ation (the receipt and sufficiency of which are hereby acknowledged), the Borrower hereby absolutely and irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the payment when and as due of the Specified Ancillary Obligatio

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ns of the Subsidiaries. The Borrower further agrees that the due and punctual payment of such Specified Ancillary Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithst

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anding any such extension or renewal of any such Specified Ancillary Obligation.

The Borrower waives to the fullest extent permitted by applicable law presentment to, demand of payment from and protest to any Subsidiary of any of the Specified Ancillary Obligations, and

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also waives to the fullest extent permitted by applicable law notice of acceptance of its obligations and notice of protest for nonpayment. The obligations of the Borrower hereunder shall not be affected by (a) the failure of any applicable Lender (or any of its Affiliates) to assert

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any claim or demand or to enforce any right or remedy against any Subsidiary under the provisions of any Banking Services Agreement, any Swap Agreement or otherwise; (b) any extension or renewal of any of the Specified Ancillary Obligations; (c) any rescission,

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waiver, amendment or modification of, or release from, any of the terms or provisions of this Agreement, any other Loan Document, any Banking Services Agreement, any Swap Agreement or other agreement; (d) any default, failure or delay, willful or otherwise, in the performance of any of

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the Specified Ancillary Obligations; (e) the failure of any applicable Lender (or any of its Affiliates) to take any steps to perfect and maintain any security interest in, or to preserve any rights to, any security or collateral for the Specified Ancillary Obligations, if any; (f)

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any change in the corporate, partnership or other existence, structure or ownership of any Subsidiary or any other guarantor of any of the Specified Ancillary Obligations; (g) the enforceability or validity of the Specified Ancillary Obligations or any part thereof or the

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genuine ness, enforcea bility or validity of any agreeme nt relating thereto or with respect to any collateral securing the Specifie d Ancillary Obligatio ns or any part thereof, or any other invalidity or unenforc eability relating to or against any Subsidia ry or any other guaranto r of any

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of the Specified Ancillary Obligations, for any reason related Participant pursuant to this Agreement, any other Loan Document, any Banking Services Agreement, any Swap Agreement, or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to

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prohibit the payment by such Subsidiary or any other guarantor of the Specified Ancillary Obligations, of any of the Specified Ancillary Obligations or otherwise affecting any term of any of the Specified Ancillary Obligations; or (h) any other act, omission or delay to do

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any other act which may or might in any manner or to any extent vary the risk of the Borrower or otherwise operate as a discharge of a guarantor as a matter of law or equity or which would impair or eliminate any right of the Borrower to subrogation.

The Borrower further

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agrees that its agreement hereunder constitutes a guarantee of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Specified Ancillary Obligations or operated as a discharge

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thereof) and not merely of collectio n, and waives any right to require that any resort be had by any applicabl e Lender (or any of its Affiliates) to any balance of any deposit account or credit on the books of the Administ rative Agent, any Issuing Bank or any Lender in favor of any

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Subsidiary or any other Person.

The obligations of the Borrower hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever, by

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reason of the invalidity, illegality or unenforceability of any of the Specified Ancillary Obligations, any impossibility in the performance of any of the Specified Ancillary Obligations or otherwise.

The Borrower further agrees that its obligations hereunder shall constitut

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e a continuing and irrevocable guarantee of all Specified Ancillary Obligations now or hereafter existing and shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Specified Ancillary Obligation (including a

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payment effected through exercise of a right of setoff) is rescinded, or is or must otherwise be restored or returned by any applicable Lender (or any of its Affiliates) upon the insolvency, bankruptcy or reorganization of any Subsidiary or otherwise (including pursuant to any

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settlement entered into by a holder of Specified Ancillary Obligations in its discretion).

In furtherance of the foregoing and not in limitation of any other right which any applicable Lender (or any of its Affiliates) may have at law or in equity against the Borrower by virtue hereof,

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upon the failure of any Subsidiary to pay any Specified Ancillary Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Borrower hereby promises to and will, upon receipt of written demand by any

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applicable Lender (or any of its Affiliates), forthwith pay, or cause to be paid, to such applicable Lender (or any of its Affiliates) in cash an amount equal to the unpaid principal amount of such Specified Ancillary Obligations then due, together with accrued and unpaid interest thereon.

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The Borrower further agrees that if payment in respect of any Specified Ancillary Obligation shall be due in a currency other than Dollars and/or at a place of payment other than New York, Chicago or any other Foreign Currency Payment Office and if, by reason of any

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Change in Law, disruption of currency or foreign exchange markets, war or civil disturbance or other event, payment of such Specified Ancillary Obligation in such currency or at such place of payment shall be impossible or, in the reasonable judgment of any applicable Lender

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(or any of its Affiliates), disadvantageous to such applicable Lender (or any of its Affiliates) in any material respect, then, at the election of such applicable Lender, the Borrower shall make payment of such Specified Ancillary Obligation in Dollars (based upon the Dollar Amount

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of such Specified Ancillary Obligation on the date of payment) and/or in New York, Chicago or such other Foreign Currency Payment Office as is designated by such applicable Lender (or its Affiliate) and, as a separate and independent obligation, shall indemnify such applicable Lender

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(and any of its Affiliates) against any losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment.

Upon payment by the Borrower of any sums as provided above, all rights of the Borrower against any Subsidiary arising as a result

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thereof by way of right of subrogation or otherwise shall in all respects be subordinated and junior in right of payment to the prior indefeasible payment in full in cash of all the Specified Ancillary Obligations owed by such Subsidiary to the applicable Lender (or its applicable

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Affiliates
).

The Borrower hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each Subsidiary Guarantor to honor all of its obligations under the Subsidiary Guarant

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y in respect of Specified Swap Obligations (provided,

however, that the Borrower shall only be liable under this paragraph for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this paragraph or otherwise under

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this Article X voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The Borrower intends that this paragraph constitute, and this paragraph shall be deemed to constitute, a "keepwell, support,

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or other agreement" for the benefit of each Subsidiary Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

At such time as the principal and interest on the Loans, all LC Disbursements, the fees, expenses and other amounts payable under

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the Loan Documents and the other Obligations (other than obligations not yet due and payable under any Swap Agreement or any Banking Services Agreement, and other Obligations expressly stated to survive such payment and termination) shall have been paid in full in cash, the

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Commitments shall have been terminated and all Letters of Credit (other than Extended Letters of Credit) have terminated or expired (in each case without any pending draw) or otherwise become subject to cash collateralization or other arrangements reasonably

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satisfactory to the Administrative Agent, this Article X and all obligations (other than those expressly stated to survive such termination) of the Borrower hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any Person.

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[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

NET APP, INC., as the Borrower

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By
Name:
Title:

JPMORGAN CHASE BANK, N.A., individually as a Lender, as the Swingline Lender, as an Issuing Bank and as Administrative Agent

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By
Name:
Title:

[OTHER AGENTS AND LENDERS]

The undersigned Departing Lender hereby acknowledges and agrees that, from and after the Effective Date,

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it is no longer a party to the Existing Credit Agreement or any of the “Loan Documents” (as defined therein) and is not a party to this Agreement other than

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for the sole purpose of provisions of Section 1.08 expressly applicable to it.

[NAME OF DEPARTING LENDER]

By: _____

Name:

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Title: Signature Page to Amended and Restated Credit Agreement NetApp, Inc.

SCHEDULE 2.01A

COMMITMENTS

LENDER	COMMITMENT

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JPMORGAN CHASE BANK, N.A.	$190,000,000
BANK OF AMERICA, N.A.	$190,000,000

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WELLS FARGO BANK, NATIONAL ASSOCIATION	$19,000,000
CITIBANK, N.A.	$125,000,000

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MUFG BANK, LTD.	$125,000,000
GOLDMAN SACHS BANK USA	$90,000,000
BNP PARIBAS	$90,000,000

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AGGREGATE COMMITMENT	**$1,000,000,000**

SCHEDULE 2.01B

LETTER OF CREDIT COMMITMENTS

LENDER	LETTER OF CREDIT

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	COMMITMENT
JPMORGAN CHASE BANK, N.A.	$500,000,000
BANK OF AMERICA, N.A.	$500,000,000
WELLS FA	$5

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RGO BANK, NATIONAL ASSOCIATION	0,000,000

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set

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forth below and is entered into by and between [*Insert name of Assignor*] (the "Assignor") and [*Insert name of Assignee*] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Amended and Restated Credit Agreement identified

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below (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto A ward are hereby agreed to and

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incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes

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from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the

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Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below

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(including any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or

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unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort

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claims, malpracti ce claims, statutory claims and all other claims at law or in equity related to the rights and obligatio ns sold and assigned pursuant to clause (i) above (the rights and obligatio ns sold and assigned pursuant to clauses (i) and (ii) above being referred to herein

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collectiv ely as the "Assigne d Interest") . Such sale and assignm ent is without recourse to the Assignor and, except as expressl y provided in this Assignm ent and Assumpt ion, without represen tation or warranty by the Assignor .

1. Assignor :

2. Assig

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nee: [and is an Affiliate/Approved Fund of [identify Lender]]

3. Borrower(s): NetApp, Inc.

4. Administrative Agent: JPMorgan Chase Bank, N.A., as the administrative agent under the Credit Agreement

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5. Credit Agreement: The Amended and Restated Credit Agreement dated as of January 22, 2021 among NetApp, Inc., the Lenders parties thereto and JPMorgan Chase Bank, N.A., as Administrativ

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e Agent

6. Assigned Interest:

Aggregate Amount of Commitment/Loans	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment

ansl for all Lenders	ed	t/Loans
$	$	%
$	$	%
$	$	%

Effective Date: _____ _____ ___, 20___ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECT

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IVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all

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syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's

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compliance procedures and applicable laws, including federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]
By:
Title:

ASSIGNE

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E

[NAME OF ASSIGNEE]

By:

Title:

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A., as Administrative Agent an Issuing Bank and Swingline Lender

By:

Title:

[OTHER ISSUING BANKS]

[Consented to:]

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NETAPP, INC.

By:
Title:

ANNEX I

[_____]

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it

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is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the

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transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of

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the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, (iv) any requirements under applicable law for the Assignee to become a lender under the Credit Agreeme

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nt or to charge interest at the rate set forth therein from time to time or (v) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represen

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ts and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified

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in the Credit Agreement and under applicable law that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigne

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d Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest,

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is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its

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own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, any Arranger, the Assignor or any other Lender

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or any of their respective Related Parties, and (vi) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance

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on the Administrative Agent, any Arranger, Co-Syndication Agent, Co-Documentation Agent, the Assignor or any other Lender or any of their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decision

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s in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall

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make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

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3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrume

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nt. Acceptance and adoption of the terms of this Assignment and Assumption by the Assignee and the Assignor by Electronic Signature or delivery of an executed counterpart of a signature page of this Assignment and Assumption by any Approved Electronic Platform shall be effective as

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delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT B

[INTENTIONALLY OMITTED]

EXHIBIT C

LIST OF CLOSIN

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DOCUMENTS

NETAPP, INC.

CREDIT FACILITY

January 22, 2021

LIST OF CLOSING DOCUMENTS

A. **LOAN DOCUMENTS**

1. Amended and Restated Credit Agreement (the "Credit Agreement") by and among NetApp, Inc., a Delaware corporation (the

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"Borrower"), the institutions from time to time parties thereto as Lenders (the "Lenders") and JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for itself and the other Lenders (the "Administrative Agent"), evidencing an unsecured revolving credit facility to the Borrower from

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the Lenders in an initial aggregate principal amount of $1,000,000,000.

SCHEDULES

Schedule 2.01 - Commitments

Schedule 2.01 - Letter of Credit Commitments

Schedule 2.

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EXHIBITS

Exhibit B-1 Form of Assignment and Assumption

Exhibit B-2 [Intentionally Omitted]

Exhibit C Closing Documents

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Exhibit Form of Subsidiary Guaranty

Exhibit Form of Compliance Certificate

Exhibit Form of Increasing Lender Supplement

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Exhibit G	Form of Augmenting Lender Supplement
Exhibit H-1	Form of U.S. Tax Certificate (Foreign Lenders That Are Not Partnerships)

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Exhibit H-2 - Form of U.S. Tax Certificate (Foreign Participants That Are Not Partnerships)

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Exhibit H-3 Form of U.S. Tax Certificate (Foreign Participants That Are Partnerships)

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Exhibit H-4	Form of U.S. Tax Certificate (Foreign Lenders That Are Partnerships)
Exhibit I-1	Form of Borrowing Request

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Exhibit I-2	Form of Interest Election Request
Z-2	Disclosure Letter executed by the Borrower in favor of the Administrative Agent and the Lenders.
Z-3	Notes executed by the Borrower in favor of each of the Lenders, if any, which has requested a note pursuant to Section

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2.10(e) of the Credit Agreement.

B. **CORPORATE DOCUMENTS**

1. ***Certificate of a Director, Secretary or Assistant Secretary or other duly appointed and authorized officer of the Borrower certifying (i) that there have been no changes in the Certificate of Incorporation or***

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other charter document of the Borrower, as attached thereto and as certified as of a recent date by the Secretary of State (or analogous governmental entity) of the jurisdiction of its incorporation or organization, since the date of the certification thereof by such secretary of state, (ii) the

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By-Laws or other applicable organizational document, as attached thereto, of the Borrower as in effect on the date of such certification, (iii) resolutions of the Board of Directors or other governing body of the Borrower authorizing the execution, delivery and performance of

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each Loan Document to which it is a party, and (iv) the names and true signatures of the incumbent officers of the Borrower authorized to sign the Loan Documents to which it is a party and authorized to request a Borrowing under the Credit Agreement.

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2. ***Good Standing Certificate for the Borrower from the Secretary of State (or analogous governmental entity) of the jurisdiction of its organization.***

C. **OPINIONS**

1. ***Opinion of Wilson Sonsini Goodrich & Rosati, PC, special financing counsel for the***

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Borrower.

2. Opinion of Skadden, Arps, Slate, Meagher & Flom LLP, special securities counsel for the Borrower.

D. **CLOSING CERTIFICATES AND MISCELLANEOUS**

1. A Certificate signed by a Financial Officer certifying the following: (i) all of the represe

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ntations and warranties of the Borrower set forth in the Credit Agreement are true and correct and (ii) no Default has occurred and is then continuing.

EXHIBIT D

FORM OF SUBSIDIARY GUARANTY

GUARANTY

THIS GUARANTY (as amended,

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restated, supplemented or otherwise modified from time to time, this "Guaranty") is made as of [_____], 20___, by and among each of the undersigned (the "Initial Guarantors" and along with any additional Subsidiaries of the Borrower which become parties to this Guarant

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y by executing a supplement hereto in the form attached as Annex I, the "Guarantors") in favor of the Administrative Agent, for the ratable benefit of the Holders of Guaranteed Obligations (as defined below), under the Credit Agreement referred to below.

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WITNESSETH

WHEREAS, NetApp, Inc., a Delaware corporation (the "Borrower"), the institutions from time to time parties thereto as lenders (the "Lenders"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent"), have

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entered into a certain Amended and Restated Credit Agreement dated as of January 22, 2021 (as the same may be amended, modified, supplemented and/or restated, and as in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof,

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for extensions of credit and other financial accommodations to be made by the Lenders to the Borrower;

WHEREAS, it is a condition precedent to the extensions of credit by the Lenders under the Credit Agreement that each of the Guarantors (constituting all of

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the Subsidiaries of the Borrower required to execute this Guaranty pursuant to Section 5.09 of the Credit Agreement) execute and deliver this Guaranty, whereby each of the Guarantors shall guarantee the payment when due of all Obligations; and

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WHEREAS, in consideration of the direct and indirect financial and other support that the Borrower has provided, and such direct and indirect financial and other support as the Borrower may in the future provide, to the Guarantors, and in order to induce the Lenders

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and the Administrative Agent to enter into the Credit Agreement, each of the Guarantors is willing to guarantee the Obligations of the Borrower;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and

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sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Terms defined in the Credit Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

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SECTION 2. Representations, Warranties and Covenants. Each of the Guarantors represents and warrants (which representations and warranties shall be deemed to have been renewed at the time of the making of any Loan or issuance, amendment or extension of any Letter of Credit) that:

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(A)It is a corporation, partnership or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation, organization or formation and has all

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requisite authority to conduct its business in each jurisdiction in which its business is conducted, except to the extent that the failure to have such authority or be in good standing could not reasonably be expected to have a Material Adverse Effect.

(B)It (to the extent applicab

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le) has the requisite power and authority and legal right to execute and deliver this Guaranty and to perform its obligations hereunder. The execution and delivery by each Guarantor of this Guaranty and the performance by each of its obligations hereunder have been duly authoriz

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ed by proper proceed ings on the part of such Guarant or, and this Guarant y constitut es a legal, valid and binding obligatio n of such Guarant or, respecti vely, enforce able against such Guarant or, respecti vely, in accorda nce with its terms, except as enforce ability may be limited

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by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(C) Neither the execution and delivery by it of this Guaranty, nor

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the consummation by it of the transactions herein contemplated, nor compliance by it with the provisions hereof will (i) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on it or its articles or certificate of incorporation (or equivale

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nt charter documents), limited liability company or partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating agreement or other management agreement, as the case may be, or the provisions of any indenture, material

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instrument or material agreement to which the Borrower or any of its Subsidiaries is a party or is subject, or by which it, or its property, is bound, or (ii) conflict with, or constitute a default under, or result in, or require, the creation or imposition of any Lien in, of or on its property pursuant to the

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terms of, any such indentur e, material instrum ent or material agreem ent (other than any Loan Docume nt). No order, consent, adjudica tion, approva l, license, authoriz ation, or validatio n of, or filing, recordin g or registrat ion with, or exempti on by, or other action in respect of any govern mental

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or public body or authority, or any subdivision thereof, which has not been obtained by it, is required to be obtained by it in connection with the execution, delivery and performance by it of, or the legality, validity, binding effect or enforceability against it of, this Guaranty.

In addition to the

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foregoing, each of the Guarantors covenants that until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable under the Credit Agreement have been paid in full and all Letters of Credit have expired or

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terminated (in each case without any pending draw), or otherwise become subject to cash collateralization or other arrangements reasonably satisfactory to the Administrative Agent, and all LC Disbursements shall have been reimbursed, it will, and, if necessar

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y, will enable the Borrower to, fully comply with those covenants and agreements of the Borrower applicable to such Guarantor set forth in the Credit Agreement.

SECTION 3. The Guaranty. Each of the Guarantors hereby unconditionally and irrevocably guarantees,

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jointly with the other Guarantors and severally, the full and punctual payment and performance when due (whether at stated maturity, upon acceleration or otherwise) of the Obligations, including, without limitation, (i) the principal of and interest on each Loan made to the Borrower pursuant to the Credit Agreement, (ii)

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any obligations of the Borrower to reimburse LC Disbursements ("Reimbursement Obligations"), (iii) all obligations of the Borrower or any Subsidiary owing to any Lender or any affiliate of any Lender under any Swap Agreement or Banking Services Agreement, (iv) all other amounts payable by the Borrower or any of

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its Subsidiaries under the Credit Agreement, any Swap Agreement, any Banking Services Agreement and the other Loan Documents and (v) the punctual and faithful performance, keeping, observance, and fulfillment by the Borrower of all of the agreements, conditions, covenants, and obligations of the Borrower

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contained in the Loan Documents (all of the foregoing being referred to collectively as the "Guaranteed Obligations" and the holders from time to time of the Guaranteed Obligations being referred to collectively as the "Holders of Guaranteed Obligations"); provided however that the definition

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of Guaranteed Obligations shall not create any guarantee by any Guarantor of (or grant of security interest by any Guarantor to support, as applicable) any Excluded Swap Obligations of such Guarantor for purposes of determining the obligations of any Guarantor hereunder.

Notwithstanding

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the foregoing, and for the avoidance of doubt, obligations arising from Bond Hedges and letter of credit facilities that are not under the Credit Agreement shall not be considered Guaranteed Obligations. Upon (x) the failure by the Borrower or any of its Affiliates, as applicable, to pay punctuall

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y any such amount or perform such obligation, and (y) such failure continuing beyond any applicable grace or notice and cure period, each of the Guarantors agrees that it shall forthwith on demand pay such amount or perform such obligation at the place and in the manner specified in the

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Credit Agreement, any Swap Agreement, any Banking Services Agreement or the relevant Loan Document, as the case may be. Each of the Guarantors hereby agrees that this Guaranty is an absolute, irrevocable and unconditional guaranty of payment and is not a guaranty of collection.

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SECTION 4. Guaranty Unconditional. The obligations of each of the Guarantors hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(A)any extension, renewal, settleme

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nt, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations, whether (in any such case) by operatio

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n of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed

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Obligations;

(B)any modification or amendment of or supplement to the Credit Agreement, any Swap Agreement, any Banking Services Agreement or any other Loan Document, including, without limitation, any such amendment which may increase the amount of, or

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the interest rates applicable to, any of the Guaranteed Obligations guaranteed hereby;

(C)any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any collateral securing the Guaranteed Obligations or

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any part thereof, any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect security for the Guaranteed

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Obligations;

(D)any change in the corporate, partnership or other existence, structure or ownership of the Borrower or any other guarantor of any of the Guaranteed Obligations, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrowe

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r or any other guarant or of the Guarant eed Obligati ons, or any of their respecti ve assets or any resulting release or discharg e of any obligatio n of the Borrowe r or any other guarant or of any of the Guarant eed Obligati ons;

(E)the existenc e of any claim, setoff or other rights which the

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Guarantors may have at any time against the Borrower, any other guarantor or of any of the Guaranteed Obligations, the Administrative Agent, any Holder of Guaranteed Obligations or any other Person, whether in connection herewith or in connection with any unrelated transacti

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ons; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counter claim;

(F)the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with

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respect to any collateral securing the Guaranteed Obligations or any part thereof, or any other invalidity or unenforceability relating to or against the Borrower or any other guarantor or of any of the Guaranteed

Obligations, for any reason related to the Credit Agreement, any Swap

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Agreement, any Banking Services Agreement, any other Loan Document, or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to prohibit the payment by the Borrower or any other guarantor of the Guaranteed Obligations, of any of the Guaranteed

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Obligations or otherwise affecting any term of any of the Guaranteed Obligations;

(G)the failure of the Administrative Agent to take any steps to perfect and maintain any security interest in, or to preserve any rights to, any security or collateral for the Guaranteed Obligations, if any;

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(H)the election by, or on behalf of, any one or more of the Holders of Guaranteed Obligations, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code (11 U.S.C. 101 et seq.) (or any successor statute, the "Bankruptcy Code"), of the application of

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Section 1111(b)(2) of the Bankruptcy Code or any other applicable federal, state, provincial, municipal, local or foreign law relating to such matters;

(l)any borrowing or grant of a security interest by the Borrower, as debtor-in-possession, under Section 364 of the

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Bankruptcy Code or any other applicable federal, state, provincial, municipal, local or foreign law relating to such matters;

(J)the disallowance, under Section 502 of the Bankruptcy Code or any other applicable federal, state, provincial, municipal, local or foreign

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law relating to such matters, of all or any portion of the claims of the Holders of Guaranteed Obligations or the Administrative Agent for repayment of all or any part of the Guaranteed Obligations;

(K)the failure of any other guarantor to sign or become party to this Guarant

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y or any amendment, change, or reaffirmation hereof by or with any other guarantor; or

(L)any other act or omission to act or delay of any kind by the Borrower, any other guarantor of the Guaranteed Obligations, the Administrative Agent, any Holder of Guaranteed Obligations or

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any other Person or any other circumstance whatsoever which might, but for the provisions of this Section 4, constitute a legal or equitable discharge of any Guarantor's obligations hereunder except as provided in Section 5.

SECTION 5. Continuing

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Guarantee; Discharge Only Upon Payment In Full; Reinstatement In Certain Circumstances. Each of the Guarantors' obligations hereunder shall constitute a continuing and irrevocable guarantee of all Guaranteed Obligations now or hereafter existing and shall remain in full force and effect until

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such date that all Guaranteed Obligations (other than contingent indemnity obligations and Guaranteed Obligations not yet due and payable in respect of Swap Agreements and Banking Services Agreements) shall have been paid in full in cash and the Commitments and all Letters of Credit (other

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than Extended Letters of Credit) issued under the Credit Agreement shall have terminated or expired (in each case without any pending draw), or otherwise become subject to cash collateralization or other arrangements reasonably satisfactory to the Administrative Agent, and all LC Disburse

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ments shall have been reimbursed (such date, the "Termination Date"). If at any time any payment of the principal of or interest on any Loan, any Reimbursement Obligation or any other amount payable by the Borrower or any other party under the Credit Agreement, any Swap Agreement, any Banking Services

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Agreement or any other Loan Document (including a payment effected through exercise of a right of setoff) is rescinded, or is or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise (including pursuant to any settlement

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entered into by a Holder of Guaranteed Obligations in its discretion), each of the Guarantors' obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time. The parties hereto

acknowledge and agree that each of

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the Guaranteed Obligations shall be due and payable in the same currency as such Guaranteed Obligation is denominated, but if currency control or exchange regulations are imposed in the country which issues such currency with the result that such currency (the "Original Currency") no longer

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exists or the relevant Guarant or is not able to make payment in such Original Currency, then all payments to be made by such Guarant or hereunder in such currency shall instead be made when due in Dollars in an amount equal to the Dollar Amount (as of the date of payment) of such payment due, it being

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the intention of the parties hereto that each Guarantor takes all risks of the imposition of any such currency control or exchange regulations.

SECTION 6. General Waivers; Additional Waivers.

(A) General Waivers. Each of the Guarantors irrevocably waives acceptance

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hereof, present ment, demand or action on delinque ncy, protest, the benefit of any statutes of limitatio ns and, to the fullest extent permitte d by law, any notice not provide d for herein, as well as any require ment that at any time any action be taken by any Person against the

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Borrower, any other guarantor of the Guaranteed Obligations, or any other Person.

(B) Additional Waivers. Notwithstanding anything herein to the contrary, each of the Guarantors hereby absolutely, unconditionally, knowingly, and expressly waives to the fullest extent permitte

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d by law:

(i)any right it may have to revoke this Guaranty as to future indebtedness arising under the Loan Documents;

(ii)(a) notice of acceptance hereof; (b) notice of any loans or other financial accommodations made or extended under the Loan Documents or the

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creation or existence of any Guaranteed Obligations; (c) notice of the amount of the Guaranteed Obligations, subject, however, to each Guarantor's right to make inquiry of the Administrative Agent and Holders of Guaranteed Obligations to ascertain the amount of the Guaranteed

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Obligations at any reasonable time; (d) notice of any adverse change in the financial condition of the Borrower or of any other fact that might increase such Guarantor's risk hereunder; (e) notice of presentment for payment, demand, protest, and notice thereof as to any instruments among

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the Loan Documents; (f) notice of any Default or Event of Default; and (g) all other notices (except if such notice is specifically required to be given to such Guarantor hereunder or under the Loan Documents) and demands to which each Guarantor might otherwise be entitled;

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(iii)its right, if any, to require the Administrative Agent and the other Holders of Guaranteed Obligations to institute suit against, or to exhaust any rights and remedies which the Administrative Agent and the other Holders of Guaranteed Obligations has or may have against, the

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other Guarantors or any third party; and each Guarantor further waives any defense arising by reason of any disability or other defense (other than the defense that the Guaranteed Obligations shall have been fully and finally performed) of the other Guarantors or by

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reason of the cessation from any cause whatsoever of the liability of the other Guarantors in respect thereof;

(iv)(a) any rights to assert against the Administrative Agent and the other Holders of Guaranteed Obligations any defense (legal or equitable), set-off, counter claim, or claim

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which such Guarant or may now or at any time hereafte r have against the other Guarant ors or any other party liable to the Adminis trative Agent and the other Holders of Guarant eed Obligati ons; (b) any defense , set-off, counter claim, or claim, of any kind or nature, arising directly or

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indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor; (c) any defense such Guarantor has to performance hereunder,

and any right such Guarantor has to be exonerated, arising

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by reason of: the impairment or suspension of the Administrative Agent's and the other Holders of Guaranteed Obligations' rights or remedies against the other Guarantors; the alteration by the Administrative Agent and the other Holders of Guaranteed Obligations of the Guarant

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eed Obligations; any discharge of the other Guarantors' obligations to the Administrative Agent and the other Holders of Guaranteed Obligations by operation of law as a result of the Administrative Agent's and the other Holders of Guaranteed Obligations' intervention or omission; or the

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acceptance by the Administrative Agent and the other Holders of Guaranteed Obligations of anything in partial satisfaction of the Guaranteed Obligations; and (d) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement thereof, and any

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act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such Guarantor's liability hereunder; and

(v)any defense

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arising by reason of or deriving from (a) any claim or defense based upon an election of remedies by the Administrative Agent and the other Holders of Guaranteed Obligations; or (b) any election by the Administrative Agent and the other Holders of Guaranteed Obligations under Section

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1111(b) of Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect (or any successor statute), to limit the amount of, or any collateral securing, its claim against the Guarantors.

SECTION 7. Subordination of Subrogation; Subordination of Intercom

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pany Indebtedness.

(A) Subordination of Subrogation. Until the Termination Date, the Guarantors (i) shall have no right of subrogation with respect to such Guaranteed Obligations and (ii) waive any right to enforce any remedy which the Holders of Guaranteed Obligati

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ons, the Issuing Banks or the Administrative Agent now have or may hereafter have against the Borrower, any endorser or any guarant or of all or any part of the Guaranteed Obligations or any other Person, and, until the Termination Date, the Guarantors waive any benefit of, and

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any right to participate in, any security or collateral given to the Holders of Guaranteed Obligations, the Issuing Banks and the Administrative Agent to secure the payment or performance of all or any part of the Guaranteed Obligations or any other liability of the Borrower to the Holders

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of Guaranteed Obligations or the Issuing Banks. Should any Guarantor have the right, notwithstanding the foregoing, to exercise its subrogation rights, each Guarantor hereby expressly and irrevocably (A) subordinates any and all rights at law or in equity to subrogation, reimbur

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sement, exonera tion, contribu tion, indemnif ication or set off that such Guarant or may have to the paymen t in full in cash of the Guarant eed Obligati ons (other than continge nt indemnit y obligatio ns and Guarant eed Obligati ons in respect of Swap Agreem ents and Banking Service s

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Agreements) and (B) waives any and all defenses available to a surety, guarantor or accommodation co-obligor until the Termination Date. Each Guarantor acknowledges and agrees that this subordination is intended to benefit the Administrative Agent and the other Holders of

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Guaranteed Obligations and shall not limit or otherwise affect such Guarantor's liability hereunder or the enforceability of this Guaranty, and that the Administrative Agent, the other Holders of Guaranteed Obligations and their respective successors and assigns are intended third party benefici

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aries of the waivers and agreements set forth in this Section 7(A).

(B) Subordination of Intercompany Indebtedness. Each Guarantor agrees that any and all claims of such Guarantor against the Borrower or any other Guarantor hereunder (each an "Obligor") with respect

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to any "Intercompany Indebtedness" (as hereinafter defined), any endorser, obligor or any other guarantor of all or any part of the Guaranteed Obligations, or against any of its properties shall be subordinate and subject in right of payment to the prior payment, in full and in

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cash, of all Guaranteed Obligations (other than contingent indemnity obligations and Guaranteed Obligations in respect of Swap Agreements and Banking Services Agreements); provided that, as long as no Event of Default has occurred and is continuing, such Guarantor may receive

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payments of principal and interest from any Obligor with respect to Intercompany Indebtedness. Notwithstanding any right of any Guarantor to ask, demand, sue for, take or receive any payment from any Obligor, all rights, liens and security interests of such Guarantor,

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whether now or hereafter arising and howsoever existing, in any assets of any other Obligor shall be and are subordinated to the rights of the Holders of Guaranteed Obligations and the Administrative Agent in those assets. No Guarantor shall have any right to possession of any such

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asset or to foreclose upon any such asset, whether by judicial action or otherwise, unless and until the Termination Date. If all or any part of the assets of any Obligor, or the proceeds thereof, are subject to any distribution, division or application to the creditors of

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such Obligor, whether partial or complete, voluntary or involuntary, and whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding, or if the business of any such Obligor is dissolve

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d or if substantially all of the assets of any such Obligor are sold, other than, in each case, in a transaction that is otherwise permitted under the Credit Agreement, then, and in any such event (such events being herein referred to as an "Insolvency Event"), any paymen

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t or distributi on of any kind or charact er, either in cash, securitie s or other property , which shall be payable or delivera ble upon or with respect to any indebte dness of any Obligor to any Guarant or (“Interco mpany Indebte dness”) shall be paid or delivere d directly to the Adminis trative

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Agent for application on any of the Guaranteed Obligations, due or to become due, until such Guaranteed Obligations (other than contingent indemnity obligations and Guaranteed Obligations in respect of Swap Agreements and Banking Services Agreements)

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shall have first been fully paid and satisfied (in cash). Should any payment, distribution, security or instrument or proceeds thereof be received by the applicable Guarantor upon or with respect to the Intercompany Indebtedness after any Insolvency Event

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and prior to the satisfaction of all of the Guaranteed Obligations (other than contingent indemnity obligations and Guaranteed Obligations in respect of Swap Agreements and Banking Services Agreements) and the termination of all financing arrangements pursuant to any Loan

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Document among the Borrower and the Holders of Guaranteed Obligations, such Guarantor shall receive and hold the same in trust, as trustee, for the benefit of the Holders of Guaranteed Obligations and shall forthwith deliver the same to the Administrative Agent, for the benefit

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of the Holders of Guaranteed Obligations, in precisely the form received (except for the endorsement or assignment of the Guarantor or where necessary), for application to any of the Guaranteed Obligations, due or not due, and, until so delivered, the same shall be held in trust by the

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Guarantor as the property of the Holders of Guaranteed Obligations. If any such Guarantor fails to make any such endorsement or assignment to the Administrative Agent, the Administrative Agent or any of its officers or employees is irrevocably authorized to make the

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same. Each Guarantor agrees that until the Termination Date, except as otherwise permitted by the Credit Agreement, no Guarantor will assign or transfer to any Person (other than the Administrative Agent) any claim any such Guarantor has or may have against any Obligor.

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SECTION 8. Contribution with Respect to Guaranteed Obligations.

(A)To the extent that any Guarantor shall make a payment under this Guaranty (a "Guarantor Payment") which, taking into account all other Guarantor Payments then previously or concurrently made by any

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other Guarantor, exceeds the amount which otherwise would have been paid by or attributable to such Guarantor if each Guarantor had paid the aggregate Guaranteed Obligations (other than contingent indemnity obligations and Guaranteed Obligations in respect of Swap

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Agreements and Banking Services Agreements) satisfied by such Guarantor Payment in the same proportion as such Guarantor's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable

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Amounts of each of the Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following payment in full in cash of the Guaranteed Obligations (other than contingent indemnity obligations and Guaranteed Obligations in respect

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of Swap Agreements and Banking Services Agreements) and the Commitments and all Letters of Credit (other than Extended Letters of Credit) issued under the Credit Agreement shall have terminated or expired (in each case without any pending draw), or otherwise become

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subject to cash collateralization or other arrangements reasonably satisfactory to the Administrative Agent, and all LC Disbursements shall have been reimbursed, such Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other

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Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(B)As of any date of determination, the "Allocable Amount" of any Guarantor shall be equal to the excess

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of the fair saleable value of the property of such Guarantor over the total liabilities of such Guarantor (including the maximum amount reasonably expected to become due in respect of contingent liabilities, calculated, without duplication, assuming each other Guarantor that is also

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liable for such contingent liability pays its ratable share thereof), giving effect to all payments made by other Guarantors as of such date in a manner to maximize the amount of such contributions.

(C)This Section 8 is intended only to define the relative rights of the Guarantors, and nothing

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set forth in this Section 8 is intended to or shall impair the obligations of the Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Guaranty.

(D)The parties hereto acknowledge

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that the rights of contribution and indemnification hereunder shall constitute assets of the Guarantor or Guarantors to which such contribution and indemnification is owing.

(E)The rights of the indemnifying Guarantors against other Guarantors under this Section 8 shall be exercisable

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upon the full payment of the Guaranteed Obligations (other than contingent indemnity obligations and Guaranteed Obligations in respect of Swap Agreements and Banking Services Agreements) in cash and the Commitments and all Letters of Credit (other than Extended Letters

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of Credit) issued under the Credit Agreement shall have terminated or expired (in each case without any pending draw), or otherwise become subject to cash collateralization or other arrangements reasonably satisfactory to the Administrative Agent, and all LC Disbursements shall

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have been reimbursed.

SECTION 9. Limitation of Guaranty. Notwithstanding any other provision of this Guaranty, the amount guaranteed by each Guarantor hereunder shall be limited to the extent, if any, required so that its obligations hereunder shall not be subject to

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avoidance under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transfer Act or similar statute or common law. In determining the limitations, if any, on the amount of any Guarantor's obligations hereund

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er pursuant to the preceding sentence, it is the intention of the parties hereto that any rights of subrogation, indemnification or contribution which such Guarantor may have under this Guaranty, any other agreement or applicable law shall be taken into account.

SECTION 10. Stay of Acceleration. If

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acceleration of the time for payment of any amount payable by the Borrower under the Credit Agreement, any Swap Agreement, any Banking Services Agreement or any other Loan Document is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, all such amounts otherwise subject to acceleration

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ion under the terms of the Credit Agreement, any Swap Agreement, any Banking Services Agreement or any other Loan Document shall nonetheless be payable by each of the Guarantors hereunder forthwith on demand by the Administrative Agent.

SECTION 11. Notices. All notices,

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requests and other communications to any party hereunder shall be given in the manner prescribed in Article IX of the Credit Agreement with respect to the Administrative Agent at its notice address therein and with respect to any Guarantor, in care of the Borrower at the address of the Borrower set forth in the Credit

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Agreement or such other address or telecopy number as such party may hereafter specify for such purpose by notice to the Administrative Agent in accordance with the provisions of such Article IX.

SECTION 12. No Waivers. No failure or delay by the Administrative Agent or any other Holder of

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Guaranteed Obligations in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Guaranty

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, the Credit Agreement, any Swap Agreement, any Banking Services Agreement and the other Loan Documents shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 13. Successors and Assigns. This Guaranty is for the benefit of the Administrative Agent and the

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other Holders of Guaranteed Obligations and their respective successors and permitted assigns; provided, that no Guarantor shall have any right to assign its rights or obligations hereunder without the consent of the Required Lenders, and any such assignment in violation of this Section 13 shall

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be null and void; and in the event of an assignment of any amounts payable under the Credit Agreement, any Swap Agreement, any Banking Services Agreement or the other Loan Documents in accordance with the respective terms thereof, the rights hereunder, to the extent applicable to the indebtedness so

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assigned, may be transferred with such indebtedness. This Guaranty shall be binding upon each of the Guarantors and their respective successors and assigns.

SECTION 14. Changes in Writing. Other than in connection with the addition of additional Subsidiaries, which become

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parties hereto by executing a supplement hereto in the form attached as Annex I, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated orally, but only in writing signed by each of the Guarantors and the Administrative Agent.

SECTION 15. GOVERNING

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LAW. THIS GUARANTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 16. CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL; IMMUNITY.

(A) CONSENT TO JURISDICTION.

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EACH GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF

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MANHATTAN (OR IF SUCH COURT LACKS SUBJECT MATTER JURISDICTION, THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN), AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING

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ED HEREB Y IN SUCH ACTION .

(C)TO THE EXTEN T THAT ANY GUARA NTOR HAS OR HEREA FTER MAY ACQUI RE ANY IMMUNI TY FROM JURISD ICTION OF ANY COURT OR FROM ANY LEGAL PROCE SS (WHET HER FROM SERVIC E OR NOTICE , ATTAC

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HMENT PRIOR TO JUDGM ENT, ATTAC HMENT IN AID OF EXECU TION OF A JUDGM ENT, EXECU TION OR OTHER WISE), EACH GUARA NTOR HEREB Y IRREV OCABL Y WAIVE S SUCH IMMUNI TY IN RESPE CT OF ITS OBLIGA TIONS UNDER THIS GUARA NTY.

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SECTION 17. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Guaranty. In the event an ambiguity or question of intent or interpretation arises, this Guaranty shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof

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shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Guaranty.

SECTION 18. Taxes, Expenses of Enforcement, etc.

(A) Taxes.

(i)Each payment by any Guarantor hereunder or under any promissory note or application for a Letter of

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Credit shall be made without withholding for any Taxes, unless such withholding is required by any law. If any Guarantor determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Guarantor may so withhold and shall timely

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pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by the Guarantor shall be increased as necessary so that, net of such withholding for Indemnified Taxes (including such

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withholding for Indemnified Taxes applicable to additional amounts payable under this Section), the applicable Recipient receives the amount it would have received had no such withholding for Indemnified Taxes been made.

(ii)In addition, such Guarantor making

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a paymen t hereund er or under any promiss ory note or applicati on for a Letter of Credit shall timely pay any Other Taxes to the relevant Govern mental Authorit y in accorda nce with applicab le law.

(iii)As soon as practica ble after any paymen t of Indemni fied Taxes by any Guarant

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or to a Governmental Authority, such Guarantor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasona

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bly satisfactory to the Administrative Agent.

(iv)The Guarantors shall jointly and severally indemnify each Recipient for any Indemnified Taxes that are paid or payable by such Recipient in connection with any Loan Document (including amounts payable under this

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Section 18(A)) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this Section 18(A) shall be paid within ten (10) days after the

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Recipient delivers to any Guarantor a certificate stating the amount of any Indemnified Taxes so payable by such Recipient. Such certificate shall be conclusive of the amount so payable absent manifest error. Such Recipient shall deliver a copy of such certificate to the Administrative Agent.

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In the case of any Lender making a claim under this Section 18(A) on behalf of any of its benefici al owners, an indemnit y paymen t under this Section 18(A) shall be due only to the extent that such Lender is able to establis h that, with respect to the applicab le Indemni

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fied Taxes, such benefici al owners supplied to the applicab le Persons such properly complet ed and execute d docume ntation necessa ry to claim any applicab le exempti on from, or reductio n of, such Indemni fied Taxes.

(v)By acceptin g the benefits hereof, each Lender

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agrees that it will comply with Section 2.17(f) of the Credit Agreement.

(B) Expenses of Enforcement, Etc. The Guarantors agree to reimburse the Administrative Agent and the other Holders of Guaranteed Obligations for all reasonable and documented out-of-pocket expense

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s incurred by the Administrative Agent, any Issuing Bank or any Lender, including the fees, charges and disbursements of one primary counsel for the Administrative Agent and one additional local counsel in each applicable jurisdiction for the Administrative Agent, and one counsel for all the

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Lenders other than the Administrative Agent in connection with the collection and enforcement of amounts due under the Loan Documents, including without limitation this Guaranty.

SECTION 19. Setoff. At any time after all or any part of the Guaranteed Obligations have become

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due and payable (by acceleration or otherwise), each Holder of Guaranteed Obligations (including the Administrative Agent) may, without notice to any Guarantor and regardless of the acceptance of any security or collateral for the payment hereof, appropriate and apply in accordance with the terms of the Credit

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Agreement toward the payment of all or any part of the Guaranteed Obligations (i) any indebtedness due or to become due from such Holder of Guaranteed Obligations or the Administrative Agent to any Guarantor, and (ii) any moneys, credits or other property belonging to any Guarantor, at any time held by or

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coming into the possession of such Holder of Guaranteed Obligations (including the Administrative Agent) or any of their respective affiliates.

SECTION 20. Financial Information. Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower and any and all

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endorsers and/or other Guarantors of all or any part of the Guaranteed Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations, or any part thereof, that diligent inquiry would

reveal, and each Guarantor hereby agrees that none of

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the Holders of Guaranteed Obligations (including the Administrative Agent) shall have any duty to advise such Guarantor of information known to any of them regarding such condition or any such circumstances. In the event any Holder of Guaranteed Obligations (including the Administ

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rative Agent), in its sole discretion, undertakes at any time or from time to time to provide any such information to a Guarantor, such Holder of Guaranteed Obligations (including the Administrative Agent) shall be under no obligation (i) to undertake any investigation not a part of its regular business routine, (ii) to

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disclose any information which such Holder of Guaranteed Obligations (including the Administrative Agent), pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (iii) to make any other or future disclosures of such information or any

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other information to such Guarantor.

SECTION 21. Severability. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law,

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such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SECTION 22. Merger. This Guaranty represents the final agreement of each of the Guarantors with respect to the

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matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Guarantor and any Holder of Guaranteed Obligations (including the Administrative Agent).

SECTION 23. Headings. Section headings in this

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Guaranty are for convenience of reference only and shall not govern the interpretation of any provision of this Guaranty.

SECTION 24. Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Guarantor hereunder in the currency

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expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified

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currency with such other currency at the Administrative Agent's main New York City office on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of each Guarantor in respect of any sum due hereunder shall, notwithstanding any judgment in a

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currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by any Holder of Guaranteed Obligations (including the Administrative Agent), as the case may be, of any sum adjudged to be so due in such other currency such Holder of Guaranteed

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Obligations (including the Administrative Agent), as the case may be, may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Holder of Guarant

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eed Obligations (including the Administrative Agent), as the case may be, in the specified currency, each Guarantor agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Holder of Guaranteed Obligations (includin

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g the Administrative Agent), as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any Holder of Guaranteed Obligations (including the Administrative Agent), as the case may be, in the specified currency and (b) amounts

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shared with other Holders of Guaranteed Obligations as a result of allocations of such excess as a disproportionate payment to such other Holder of Guaranteed Obligations under Section 2.18 of the Credit Agreement, such Holder of Guaranteed Obligations (including the Administrative Agent), as the

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case may be, agrees, by accepting the benefits hereof, to remit such excess to such Guarantor.

SECTION 25. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support

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as may be needed from time to time by each other Guarantor to honor all of its obligations under this Guaranty in respect of Specified Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 25 for the maximum

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amount of such liability that can be hereby incurred without rendering its obligations under this Section 25 or otherwise under this Guaranty voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified

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ECP Guarantor under this Section 25 shall remain in full force and effect until a discharge of such Qualified ECP Guarantor's Guaranteed Obligations in accordance with the terms hereof and the other Loan Documents. Each Qualified ECP Guarantor intends that this Section 25 constitut

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e, and this Section 25 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act. As used herein, "Qualified ECP Guarantor" means, in respect of any Specifie

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d Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes or would become effective with respect to such Specified Swap Obligation or such other Person as constitutes an ECP and can cause another

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Person to qualify as an ECP at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 26. Counterparts. This Guaranty may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an

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original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Guaranty by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a

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manually executed counterpart of this Guaranty. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Guaranty and the transactions contemplated hereby shall be deemed to include Electronic Signatur

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es, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided

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for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 27. Termination of

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Guaranty. The obligations of any Guarantor under this Guaranty shall automatically terminate in accordance with Section 9.15 of the Credit Agreement.

Remainder of Page Intentionally Blank.

IN WITNESS WHEREOF, each of the Initial Guarantors has caused this Guarant

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y to be duly executed by its authorized officer as of the day and year first above written.

[INITIAL GUARANTORS TO COME]

By:
Name:
Title:

Acknowledged and Agreed as of the date first written above:

JPMORGAN CHASE

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BANK, N.A., as Administrative Agent

By:
Name:
Title:

ANNEX I TO GUARANTY

Reference is hereby made to the Guaranty (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") made as of [_____

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__] by and among [INITIAL GUARANTORS TO COME] (the "Initial Guarantors" and along with any additional Subsidiaries of the Borrower, which become parties thereto and together with the undersigned, the "Guarantors") in favor of the Administrative Agent, for the ratable

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benefit of the Holders of Guaranteed Obligations, under the Credit Agreement. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Guaranty. By its execution below, the undersigned [NAME OF NEW GUARANTOR], a

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[corporation] [partnership] [limited liability company], agrees to become, and does hereby become, a Guarantor under the Guaranty and agrees to be bound by such Guaranty as if originally a party thereto. By its execution below, the undersigned represents and warrants

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as to itself that all of the representations and warranties contained in Section 2 of the Guaranty are true and correct in all respects as of the date hereof.

IN WITNESS WHEREOF, [NAME OF NEW GUARANTOR], a [corporation] [partnership] [limited liability company

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] has executed and delivered this Annex I counterpart to the Guaranty as of this _____ ___ day of _____ __, 20___.

[NAME OF NEW GUARANTOR]

By:
Its:

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

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To: The Lenders parties to the Credit Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Amended and Restated Credit Agreement dated as of January 22, 2021 (as amended, restated, modified, renewed or extended from

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time to time, the "Agreement") among NetApp, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings

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ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected _____ of the Borrower;

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made

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under my supervision, a detailed review of the transactions and conditions of the Borrower and its Subsidiaries during the accounting period covered by the attached financial statements [**for quarterly financial statem**

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ents add: and such financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with

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GAAP consistently applied (except as set forth below), subject to normal year-end audit adjustments and the absence of footnotes];

3. Except as set forth below, the examinations described in paragraph 2 did not disclose, and I have no

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knowledge of (i) the existence of any condition or event which constitutes a Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Compliance Certificate or (ii) any

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change in GAAP or in the application thereof that has occurred since the date of the audited financial statements referred to in Section 3.04 of the Agreement; and

4. Schedule I attached hereto sets forth financial data

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and computations evidencing the Borrower's compliance with Section 6.05 of the Agreement, all of which data and computations are true, complete and correct.

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, (i) the nature of

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the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event or (ii) the change in GAAP or the application thereof and the effect of such change on the

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attached financial statements:

The foregoing certifications, together with the computations set forth in Schedule I hereto and the financial statements delivered with this Compliance Certificate in support hereof, are made and delivered this ____ day of

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_____,
___.

_____

NET APP, INC.

By:
Name:
Title:

SCHEDULE I

Compliance as of _____ __, ____ with Provisions of ____ and ____ of the Agreement

EXHIBIT F

FORM OF INCREASING LENDER SUPPLEMENT

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INCREASING LENDER SUPPLEMENT, dated _____ ___, 20___ (this "Supplement"), by and among each of the signatories hereto, to the Amended and Restated Credit Agreement, dated as of January 22, 2021 (as amended, restated, supplemented or otherwise modified

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from time to time, the "Credit Agreement"), among NetApp, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH

WHEREAS, pursuant to Section 2.20 of

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the Credit Agreement, the Borrower has the right, subject to the terms and conditions thereof, to effectuate from time to time an increase in the Aggregate Commitment and/or one or more tranches of Incremental Term Loans under the Credit Agreeme

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nt by requesting one or more Lenders to increase the amount of its Commitment and/or to participate in such a tranche;

WHEREAS, the Borrower has given notice to the Administrative Agent of its intention to [increase the Aggregate Commitment] [and] [enter

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into a tranche of Incremental Term Loans] pursuant to such Section 2.20; and

WHEREAS, pursuant to Section 2.20 of the Credit Agreement, the undersigned Increasing Lender now desires to [increase the amount of its Commitment] [and] [participate in a

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tranche of Incremental Term Loans] under the Credit Agreement by executing and delivering to the Borrower and the Administrative Agent this Supplement;

NOW, THEREFORE, each of the parties hereto hereby agrees as follows:

1. The undersigned

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Increasing Lender agrees, subject to the terms and conditions of Section 6.5 of the Credit Plan.

30. **Entire Agreement**. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the exhibits, appendices, and addend

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a attached to the Notice of Grant) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject

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matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

Exhibit 19.1

NETAPP, IN

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C. INSIDER TRADING POLICY

INTRODUCTION

Federal and state securities laws prohibit transactions in publicly-traded securities by persons possessing "inside information" that is material, nonpublic, and relevant to the securities' value.

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Additionally, companies, officers, and members of the board of directors may be liable for failures to take reasonable steps to prevent such violations by company personnel. Therefore, NetApp, Inc. has adopted this Insider Trading Policy. Throughout this policy, we will refer to NetApp,

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Inc. and its subsidiaries simply as NetApp. Please note that the procedures described below are NetApp policy. This policy does not replace your responsibility to understand and comply with state and federal insider trading securities laws—*YOU personally bear the ultimate responsibi*

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lity for your complian ce with the securities laws.

This Insider Trading Policy has been adopted by NetApp's Board of Directors (the "Board"). NetApp's Chief Legal Officer is responsib le for interpreti ng and updating this policy as required. The Chief Legal Officer may authorize variations in the

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procedures set forth in this policy, provided that those variations are consistent with the general purpose of this policy and applicable securities laws. The Chief Legal Officer shall also have the authority to adopt, approve and implement any immaterial or administrative amendments or

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modificati ons to this policy, including updating Addendu m B(the list of individual s who are considere d “Insiders” due to the nature of their role at NetApp) or Addendu m C(the list of tools that allow users to access material nonpublic informati on, or MNPI, as defined below). Any such amendm ents shall

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be reported to the Board following the Chief Legal Officer's approval and adoption of such amendments. Any material amendment to the terms of this policy must be approved by the Board.

If you have any questions about this policy or your obligations under federal and state securities laws, please contact

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the Insider Trading Compliance Office at ng-insidertradingcompliance or the Chief Legal Officer's office at (408) 822-6000. The Chief Legal Officer is the company's compliance officer for purposes of this policy.

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STATEMENT OF POLICY

PROHIBITION ON TRADING ON MATERIAL NONPUBLIC INFORMATION

Persons subject to this policy may not trade in NetApp securities if they possess "material" information about NetApp that has not been disclosed to the public. Trading on such information violates

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this policy and U.S. federal securities law. When you possess material information about NetApp that has not been disclosed to the public ("material nonpublic information," or "MNPI"), it is illegal for you to:

- buy or sell NetApp securities (debt/bonds or equity/stock) or derivative securities (such as put or call options,

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convertible debentures and convertible preferred shares); or

- communicate MNPI to other persons (which is referred to as “tipping”).

Individuals who trade while in possession of MNPI, individuals who have tipped others, and individuals who received a tip may be the subject of civil and criminal proceedings.

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Furtherm ore, any individual who engages in such conduct may be subject to immediat e terminati on of employm ent or service. This policy and U.S. federal securities laws continue to apply even after you have separate d from NetApp. If you are aware of MNPI when your employm ent or service

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relationship terminates, you may not trade in NetApp securities until that information has become public or is no longer material.

DUTY OF CONFIDENTIALITY

You should treat all corporate information with discretion and discuss confidential data only with NetApp employees who have a right and a need to

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know. Do not discuss confidential information with friends, relatives or acquaintances. Do not discuss confidential information with any “expert network” or similar organization, including but not limited to Alphasights, Coleman Research Group, Gerson Lehrman Group, Guidepoint, Primary

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Global Research and Third Bridge. Inquiries from expert networks may seem benign, but they can piece together seemingly unimportant and unrelated facts to extrapolate MNPI. *Do not respond to calls or inquiries from such organizations nor accept payment or gifts from such organizations.*

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In addition, you are prohibited from discussing anything confidential about NetApp, its services, products, technology, customers, potential customers or competitors, as well as any other MNPI and the timing of NetApp's trading blackout periods and trading windows (discussed below) with any

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third parties or on any website, blog, social media network, chat room or internet discussion group or message board, including but not limited to Facebook, Slack, SnapChat, Twitter, WhatsApp, Silicon Investor or Motley Fool.

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WHO IS SUBJECT TO THIS POLICY?

This policy applies to all:

- members of NetApp's Board;
- officers and employees of NetApp; and
- contractors or consultants to NetApp who have access to MNPI.

This policy also applies to immediate family members, such as spouses, minor children and

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anyone living in your household. It also applies to anyone whose securities transactions are influenced or controlled by you, even if they do not they live in your household. You are responsible for their transactions and should have them contact you before they trade in NetApp securities

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. You should treat all such transactions as if they were your own.

ADDITIONAL RESTRICTIONS ON MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS

NetApp has adopted an addendum ("Addendum A") to this policy. Addendum A applies to members of

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NetApp's Board, executive officers subject to Section 16 of the U.S. Securities Exchange Act of 1934 and all members of NetApp's "CEO Staff". NetApp will notify you if you are subject to Addendum A. If Addendum A applies to you, you must pre-clear all transactions of NetApp securities with the Insider

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Trading Compliance Office.

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WHAT IS "MATERIAL NONPUBLIC INFORMATION"?

"MATERIAL" Material information means any information that there is a substantial likelihood a reasonable

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investor would consider important when deciding to buy, hold or sell securities. In general, information that is likely to affect the market price of a security is considered material. Examples of material information include, but are not limited to:

- financial results, including but not limited to:
- worldwide or America

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s bookings and billings for all products, or worldwide Hybrid Cloud bookings or billings or worldwide Public Cloud bookings or billings;

worldwide or Americas revenue, or worldwide Hybrid Cloud revenue or worldwide annualized revenue run rate (ARR), or worldwide Public Cloud

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- revenue or worldwide ARR;
- gross or burdened margin; and
- cash flows and earnings per share.
- known but unannounced future earnings or losses;
- execution or termination of significant contracts with customers, collaborators, vendors or partners;
- a pending or proposed significant merger, acquisition, tender

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offer or a significant sale or acquisition of assets;

- significant changes in dividend policies or practices;
- impending bankruptcy or financial liquidity problems;
- significant disruption of NetApp's supply chain or ability to meet customer demand;
- a significant cybersecurity breach;
- the declaration of a share split or the

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offering of additional securities;

- a NetApp restructuring;
- changes in executive management or directors;
- changes in auditors or auditor notification that NetApp may no longer rely on an audit report;
- changes in analyst recommendations;
- significant technology events, such as significant changes in NetApp's product offerings or

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technologies;

- new product announcements of a significant nature;
- significant product defects or modifications; or
- positive or negative developments in a significant actual or threatened litigation or regulatory matters.

Either positive or negative information may be material. If you are unsure as to whether

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you are in possession of material information about NetApp, you should contact the Insider Trading Compliance Office for clarification.

"NONPUBLIC" Information is nonpublic unless it has been adequately disclosed to the public. This means that the information must be publicly dissemin

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ated and sufficient time must have passed for the securities markets to digest the informati on. One common misconce ption is that material informati on loses its “nonpubli c” status as soon as a press release is

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issued disclosing the information. However, information is only considered available to the public when it has been released broadly and the investing public has had time to absorb the information fully. To address this, we typically consider information to be public after some time has elapsed

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since a press release has been issued. Therefore, for purposes of this policy, **material information is not considered to have been "made public" until one full trading day has elapsed after the information has been broadly distributed to the public by NetApp (e.g., via a press release or SEC**

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filing). Information is not necessarily public merely because it has been discussed in the press or on social media, which will sometimes report rumors. You should presume that information is nonpublic, unless you can point to its official release by NetApp. The term “trading day” is a day on which U.S.

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national stock exchanges are open for trading. A “full” trading day has elapsed when trading in the relevant security has opened and then closed following the public disclosure. A full trading day begins on Nasdaq at 9:30 a.m. Eastern time and ends at 4:00 p.m. Eastern time. For example, if a press release is

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issued after 4:00 p.m. Eastern time on Wednesday, the information is not deemed to have been “made public” until after the Nasdaq market closes on Thursday, and thus an individual cannot trade until the market opens on Friday. However, depending on the date form of the announcement and the nature of

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the information, it is possible that information may not be fully absorbed by the marketplace until a later time. Questions as to whether information is material and/or nonpublic should be directed to the Insider Trading Compliance Office.

MATERIAL NONPUBLIC INFORMATION ABOUT

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THIRD PARTIES

This policy also applies to MNPI about other companies, such as NetApp's competitors, customers, collaborators, partners, vendors, suppliers and other business partners when that information is obtained in the course of your relationship with NetApp. Everyone subject to this

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Supplement policy should treat MNPI about these third parties with the same care and caution as MNPI about NetApp itself.

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TRADING WINDOWS AND BLACKOUT PERIODS

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QUARTERLY TRADING WINDOWS

NetApp's quarterly financial results are almost always material. Therefore, to avoid even the appearance of trading on MNPI, individuals designated as "Insiders" may not trade in NetApp's securities during a closed trading window. "Insiders" are board members, officers,

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employees, and consultants listed on Addendum Battached to this policy, as well as any other individuals who are notified by NetApp. In addition, individuals who have access to MNPI (see page 4 for examples of financial metrics) through the tools listed on Addendum Cshould not trade

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during a closed trading window. The Chief Legal Officer may publish updates to Addendum B or Addendum C from time to time. In general, the trading window closes at the end of the trading day (4pm Eastern) on the first Friday of the last fiscal month of the following quarter. For

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NetApp's second fiscal quarter, the trading window closes at the end of the second trading day of the new calendar year (January 1 is not a trading day). The trading window generally reopens at the beginning of the second full trading day following the release of NetApp's earnings. For

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example, if NetApp announces earnings on a Wednesday after the close of market, the trading window will reopen at the beginning of the trading day on Friday morning. However, precise dates of trading windows are subject to change and should be kept confidential and not be confirme

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d or disclosed to anyone outside of NetApp, including but not limited to potential investors and current shareholders.

INTERIM EARNINGS GUIDANCE

From time to time, NetApp may issue interim earnings guidance or other potentially material information by means of a press release, SEC

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filing or other means designed to achieve widespread dissemination of the information. Such a circumstance may result in a trading blackout while NetApp is in the process of assembling the information to be released and until the information has been released and fully absorbed by the

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market. NetApp has full discretion to determine the time period during which trading will be blacked out.

EVENT-SPECIFIC BLACKOUTS

From time to time, a material nonpublic event may occur at NetApp. For instance, if NetApp were in negotiations to acquire another company

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or consideri ng the issuance of securities , NetApp personne l aware of the transactio ns would become subject to an event- specific blackout, which would remain in effect until the transactio n had either been publicly disclosed or terminate d. Because it shall [have its Commitm ent increased is often

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difficult to assess the materiality of nonpublic information, NetApp may impose a trading restriction known as an "event-specific blackout." An event-specific blackout may be declared if there is risk that nonpublic information is material. Furthermore, NetApp has full discretion to determine the time

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period of which trading will be blacked out. The existence of an event-specific blackout will be announced only to those individuals who are prohibited from trading. It applies to these individuals whether or not they are aware of the actual event that triggered the blackout. Furthermore, any individual who is

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aware of the event-specific blackout should not disclose it to anyone else, as this is also considered MNPI. The failure of the Insider Trading Compliance Office or the Chief Legal Officer to subject an individual to an event-specific blackout will not relieve that person of the

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obligation to refrain from trading while aware of MNPI. Ultimate responsibility still lies solely on the individual.

Remember, even if a blackout period is not in effect, you may not trade in NetApp securities if you are aware of MNPI about NetApp.

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SPECIAL AND PROHIBITED TRANSACTIONS

TRADING IN DERIVATIVE SECURITIES

"Derivative Securities" include but are not limited to put and call options on NetApp's securities, prepaid variable forwards, equity swaps, collars, exchange funds

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and other financial instruments whose value is derived from the value of a NetApp security. The term also includes short sales. NetApp prohibits individuals subject to this policy from benefitting from a decline in NetApp's share price. Trading in derivative securities by $[_____] individuals associate

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d with NetApp raises complex legal issues. Because of the complexity of these issues, **thereby NetApp policy does not allow you to engage in short sales (including short sales with respect to market indices for which NetApp's shares are a component) or transactions involving**

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Derivative Securities.

MARGIN LOANS AND PLEDGES

Because a margin or foreclosure sale may occur at a time when individuals are aware of MNPI or are prohibited from trading in NetApp securities, **you may not take any type of loan (including margin loans) where NetApp's**

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shares are used as collateral, directly or indirectly.

PARTICIPATION IN DIVIDEND REINVESTMENT PROGRAM

Programs that automatically reinvest cash dividends paid by NetApp into additional shares of NetApp stock (any such program is called a “DRIP”) are not prohibite

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d or limited by this policy. However, elections to participate in a DRIP or terminate participation in a DRIP are subject to this policy. Consequently, you may not elect to participate (or terminate participation) in a DRIP at any time while you possess MNPI about NetApp. Moreover, no Insider may elect to

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participate (or terminate participation) in a DRIP during any quarterly blackout period, trading blackout or event-specific blackout as described above.

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EXCEPTIONS TO THIS POLICY

The fact that you decided

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to engage in a transaction before learning of MNPI does not permit you to still execute the trade. Regardless of your reason for trading, you may not trade NetApp securities while in possession of MNPI unless you meet one of the limited exceptions below:

OPTION EXERCISES

The exercise

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of an option under NetApp's option plans is not subject to the restrictions in this policy. Note that this exception *does not include* cashless exercise or a subsequent sale of the shares acquired pursuant to the exercise of the option. The exception only permits the exercise and holding of

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the shares.

RSU VESTING

The vesting of shares pursuant to a restricted stock unit is not subject to the restrictions in this policy. Note that this exception *does not include* the subsequent sale of the vested shares.

EMPLOYEE STOCK PURCHASE PLAN (ESPP) PURCHASES

The purchase

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of stock under NetApp's ESPP is not subject to the restrictions in this policy. Note that this exception *does not include* the subsequent sale of the shares acquired pursuant to the ESPP.

GIFTS

The bona fide gift of NetApp securities which *does not result in a tax deduction* for the donor is not subject to

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the restrictions in this policy, unless the person making the aggregate amount gift has reason to believe that the recipient intends to sell NetApp securities while the NetApp officer, director, or employee is aware of its total Commitments equal MNPI, or the person making the gift is subject to $[_____

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gift.

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Accordingly, you are encouraged to consult Insider Trading Compliance Office or the Chief Legal Officer when contemplating a commitment amount equal gift.

10B5-1 PLAN TRANSACTIONS

Purchases or sales pursuant to $[_____] with respect thereto].

2. The Borrower hereby represent

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s and warrants that no Default or Event of Default has occurred and is continuing on and as of the date hereof.

3. Terms defined in the Credit Agreement shall have their defined meanings when used herein.

4. This Supplement shall be governed by, and construed a written 10b5-1 plan approved in

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accordance with Addendum A to this policy are not subject to the restrictions in this policy.

8

SEVERE POTENTIAL LIABILITY AND PENALTIES

LIABILITY FOR INSIDER TRADING

Under federal and state

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securities laws, individuals may be subject to severe criminal and civil fines and penalties for engaging in transactions of NetApp's securities when they are aware of. These fines and penalties may include:

- imprisonment for up to 20 years;
- criminal fines of up to $5 million; and
- civil penalties of up to 3x the profit gained

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(or loss avoided); and

- injunctions prohibiting service as an officer or director of a public company.

LIABILITY FOR TIPPING

An individual may also be liable for transactions made by others who were tipped off or made aware of MNPI, if that individual was the source of that tip. Furthermore, this liability is extended to even vague

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recommendations and opinions by the individual if it was based on MNPI. The SEC has imposed large penalties even when the disclosing person did not profit from the trading. The SEC, the stock exchanges and the National Association of Securities Dealers, Inc. use sophisticated electronic surveillance

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technique s to uncover insider trading.

POSSIBL E DISCIPLI NARY ACTION S

Individual s who are subject to and violate this policy will also be subject to disciplina ry action by NetApp, which may include ineligibilit y for future participati on in NetApp's equity incentive plans, or terminati on of

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employment or service. **Ultimately it is your personal liability, and therefore your responsibility to comply with federal and state securities laws governing insider trading. You should not rely solely on the procedures and policies set forth in this policy and should obtain addition**

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al guidance whenever in doubt.

CERTIFICATION REQUIRED

Upon the start of service, all board members, officers, employees and designated consultants must execute a certification regarding compliance with the policies and procedures set forth in this policy statement and with

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the prohibition against insider trading, a form of which appears below. On a periodic basis, all board members, officers, employees and designated consultants may be required to certify as to compliance with the policies and procedures set forth in this policy statement and with the prohibitio

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n on insider trading.

9

FREQUENTLY ASKED QUESTIONS

I am in possession of material nonpublic information (MNPI), but I have not shared any of the State information with my spouse.

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If my spouse has a separate brokerage account, may my spouse buy or sell NetApp stock?

No. Spouses, immediate family members and people living with you are subject to this policy, and you will be responsible for any violations they commit. The SEC may assume that you shared informati

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on and may investigate regardless of New York. whether you did or did not do so.

5. This Supplement may

I want to sell my NetApp shares but I am aware of MNPI. It would be executed a hardship for me and my family if I cannot sell my shares. May I trade?

No. Securities laws do not contain

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exceptions for emergency circumstances. In addition to being in violation of this policy, if you trade you could be subject to serious criminal and civil penalties.

I recently learned that NetApp will exceed its quarterly earnings forecast, but I want to sell my shares now because I need

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the cash. Why can't I sell my shares before this information is public since I expect the stock price will go up after our results are release and I won't make any numbere xtra money?

Any time you trade while in possession of counterparts MNPI, you are violating this policy

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and by different parties hereto securities laws. Even if you would not make more money as a result of trading while in separate counterparts, each possession of which when so executed shall MNPI, the trade would be deemed to be an original and all a violation of which taken together shall constitute one this

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policy and the same document. insider trading laws, and the SEC may impose fines and penalties.

How do I know if I am an Insider?

IN WITNESS WHEREOF, each of the undersigned has causedNetApp's Insiders are listed on Addendum Band Addendum Cto this Supplement to be

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executed and delivered policy. These individuals have been designated as Insiders by a duly authorized officer NetApp on the date first above written. [INSERT NAME OF INCREASING LENDER]

By:
Name:
Title:

Accepted and agreed presumption that they are routinely

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exposed to MNPI in the ordinary course of their duties or have access to MNPI as users of the date first written above:

NETAPP, INC.

By:
Name:
Title:

Acknowledged as of the date first written above:

JPMORGAN CHASE BANK, N.A. as Administrative Agent

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By:
Name:
Title: cert
ain tools.

EXHIBIT G I have been told that I am subject to an event specific blackout, but I don’t believe that I am aware of any material nonpublic informatio n and I would like to sell shares of NetApp. May I do so?

FORM OF AUGME NTING LENDER SUPPLE MENT If you have

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been notified that you are subject to an "event-specific blackout" you may not trade until the informati on, event or project becomes public or until you are notified that the event-specific blackout has been lifted. The decision to impose an event-specific blackout and when it is lifted is at the discretion of the Chief

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Legal Officer.

My broker is recommending I short the NASDAQ 100 Index (NDX or QQQ). May I do so?

No. Since NetApp's stock is a component of the Nasdaq 100, you may not short that index. Remember, don't bet against NetApp!

I was planning to sell shares of NetApp for a down payment

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on a purchase, but I recently learned of MNPI. Since I had already decided to sell my shares, can I still do so?

No. Even though you made the decision before you became aware of the information you cannot trade while you are aware of MNPI.

Can I exercise stock options

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during a closed trading window or blackout period?

AUGMENTING LENDER SUPPLEMENT, dated _____ ___, 20___ (this "You can exercise stock options during a closed trading window or blackout period. However, if you are an Insider, you must pay the exercise price in cash (you cannot

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do a "cashless" or "net" exercise). Additionally, members of NetApp's board of directors, its Section 16 Officers (as defined in Supplement Addendum A"), and "CEO Staff" must obtain pre-clearance of the stock option exercise from the Insider Trading Compliance Office. Insiders may not

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sell the shares received upon exercise of their options until an open trading window (and, if applicable, the end of the blackout period.) If you are not an Insider, you may sell the shares as long as you are not subject to the Amended and Restated Credit Agreement, dated as of January 22, 2021

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(as amended, restated, supplemented a blackout period or otherwise modified in possession of MNPI.

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ADDENDUM A PRE-CLEARANCE AND RULE 10B

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To help prevent inadvertent violations of U.S. federal securities laws and to avoid even the appearance of trading on inside information, NetApp's board of directors has adopted this Addendum A to NetApp's Insider Trading Policy. This Addendum A applies to:

•

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members of NetApp's board of directors;

•all officers of NetApp subject to Section 16 of the U.S. Securities Exchange Act of 1934 ("Section 16 Officers"); and

•all members of NetApp's "CEO Staff".

NetApp may from time to time add or delete positions that are subject to this Addendum A and will amend this

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addendum as necessary to reflect such changes. Board members and Section 16 Officers are also subject to additional procedures designed to address the "Credit Agreement"), among NetApp, Inc. two-day Form 4 filing requirement under Section 16(a) of the U.S. Securitie

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s Exchange Act of 1934 (the "Borrower" "Exchange Act"), . These procedures are covered in a separate memorandum.

PRE-CLEARANCE PROCEDURE

You, together with your family members and other members of your household, may not engage in any transacti

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on involving NetApp's securities, including gifts or donations, without first obtaining pre-clearance of the Lenders party thereto transaction from the Insider Trading Compliance Office. A request for pre-clearance should be submitted to the Insider Trading Compliance

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Office at least two business days in advance of the proposed transaction. The Insider Trading Compliance Office is under no obligation to approve a trade submitted for pre-clearance and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, may determine not to

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permit the "Administrative Agent").trade.

WITNESSETH

WHEREAS, EXCEPTION FOR APPROVED 10B5-1 PLANS

Rule 10b5-1 of the Credit Agreement Exchange Act provides in Section 2.20 thereof that any bank, financial institution or other entity may [extend Commitments] [and] [participat

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e in tranches of Incremental Term Loans] an affirmative defense from insider trading liability under the Credit Agreement subject federal securities laws for trading plans that meet certain requirements. Trading pursuant to an appropriate 10b5-1 trading plan (“10b5-1 plan”) also avoids

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the approval requirement to pre-clear trades under the Insider Trading Policy. All 10b5-1 plans must be implemented through a broker approved by the Insider Trading Compliance Office. You may trade in NetApp securities outside of your 10b5-1 plan, but NetApp recommends that you not do so while you have a

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10b5-1 plan in place. All 10b5-1 plans, including adoption and any modification, must be approved by the Insider Trading Compliance Office in advance. Requirements of the Borrower 10b5-1 plan include:

•The 10b5-1 plan must be entered into (or modified) at a time when you are not aware of any material nonpubli

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c informati on, during an open trading window and, after the Administr ative Agent, by executin g and deliverin g to plan is adopted (or modified) , you must not exercise any influence over the Borrower and the Administr ative Agent a supplem ent to the Credit Agreeme nt in substanti ally the form amo unt of this Supplem ent; and

WHER EAS,

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the undersigned Augmenting Lender was not an original party to the Credit Agreement but now desires to become a party thereto;

NOW, THEREFORE, each of the parties hereto hereby agrees as follows:

1. The undersigned Augmenting Lender

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agrees securities to be bound by traded, the provisions of the Credit Agreement and agrees that it shall, on price or the date of this Supplement, become a Lender for all purposes of the Credit Agreement to the same extent as if originally a party thereto, with a [Commit

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ment with respect to Revolving Loans of $[_____]] [and] [a commitment with respect to Incremental Term Loans of $[_____]].

trade.

Individuals are only permitted to enter into one single-trade 10b5-1 plan within any consecutive twelve (12) month period.

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gmentingLender(a)representsandwarrantsthatitisle

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gallyauthorized

- The 10b5-1 plan must be in writing and signed by the individual adopting the 10b5-1 plan, and it must include a representation from the individual adopting or modifying the 10b5-1 plan that at the time of such adoption or modification they are (i) not aware of

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any material nonpublic information; and (ii) are adopting or modifying the 10b5-1 plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1.

- For members of NetApp's board of directors and Section 16 Officers, the first trade made pursuant to a newly adopted or modified 10b5-1 plan may take place no

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sooner than the later of:

- ninety (90) days after the adoption or modification of the 10b5-1 plan; and
- two (2) business days following the disclosure of NetApp's financial results in a periodic report (on Forms 10-K or 10-Q) for the fiscal quarter in which the 10b5-1 plan was adopted or modified,

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subject to a maximum period of one hundred and twenty (120) days.

- For individuals other than members of NetApp's board of directors and Section 16 Officers, the first trade made pursuant to a newly adopted or

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modified 10b5-1 plan may take place no sooner than thirty (30) days after the adoption or modification of the 10b5-1 plan.

- The 10b5-1 plan must have a fixed duration of not less than three (3) months. Any modification (including early termination) to a 10b5-1 plan may only be made during a trading window at a time when the individual has no material

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nonpublic information. You are cautioned that abusive amendments or modification may render ineffective the protection afforded under Rule 10b5-1.

- Trades in the 10b5-1 plan will be subject to any restrictions that apply to the individual adopting the 10b5-1 plan under any “lock-up” or similar customary agreement restricting the ability of

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the individual adopting the 10b5-1 plan to sell NetApp's shares entered into by such individual in connection with a registered public offering of NetApp's common stock, if required by the underwriters of such offering.

- The individual adopting the 10b5-1 plan shall not enter into corresponding or hedging transactions or positions with regard to shares covered by the

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trading plan which would eliminate the protections afforded by Rule 10b5-1 (under Rule 10b5-1(c)(1)(i)(C)).

- The individual adopting the 10b5-1 plan shall not enter into overlapping 10b5-1 plans, except in the case of (i) a 10b5-1 plan under which trading is authorized to begin only after all trades under an earlier-commencing 10b5-1 plan have

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completed or expired; (ii) a sell to cover 10b5-1 plan to satisfy tax withholding obligations for vesting of a compensatory award; and (iii) separate contracts with different broker-dealers that, when taken as a whole, effectively function as a single "plan".

POST-TERMINATION TRANSACTIONS

Even after you separate from

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service, you may not trade in NetApp securities or disclose the material nonpublic information to anyone else until that information has become public or is no longer material. However, the pre-clearance procedures in this Supplement; (b) confirms Addendum A will cease to apply to your transactions in

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NetApp securities at the time of the terminati on of your employm ent.

ASSISTA NCE

Your complian ce with this Addendu m A and NetApp's Insider Trading Policy is of the utmost importan ce, both for you and for NetApp. If you have any questions about this Addendu m A, the Insider Trading Policy or

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their applicatio n to any proposed transactio n, please notify the Insider Trading Complian ce Office or call Legal or Stock Administr ation.

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CERTIFICATION FORM

To: Insider Trading Compliance Office

Subject: Insider Trading Policy

I,, First Name Middle Name Last Name (PLEASE PRINT) do hereby acknowledge that it has I have received a copy of

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the Credit Agreement, together with copies of Insider Trading Policy, have read and understand the most recent financial statements delivered pursuant Insider Trading Policy and agree to Section 5.01 thereof, as applicable, and has reviewed such other documents and informati

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on as it has deemed appropriate to make its own credit analysis and decision to enter into this Supplement; (c) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall

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deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative

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Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms

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thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance comply with its terms all and conditions for as long as I am subject to the obligations which by Insider Trading

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Policy. I further acknowledge that I am currently in compliance with the Insider Trading Policy. I understand that a violation of insider trading or tipping laws or regulations may subject the undersigned to severe civil and/or criminal penalties, and that a violation of the terms of

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the Credit Agreement are required to be performed by it as a Lender.

3. The undersigned's address for notices for the purposes of the Credit Agreement is as follows:

[_____]

4. The Borrower hereby represents and warrants that no Default or Event of Default has

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occurred and is continuing on and as of the date hereof.

5. Terms defined in the Credit Agreement shall have their defined meanings when used herein.

6. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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7. This Supplement Insider Trading Policy may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same

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document.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Supplement to be executed and delivered by a duly authorized officer on the date first above written.

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[INSERT NAME OF AUGMENTING LENDER]

By:
Name:
Title:

Accepted and agreed to as of the date first written above:

NETAPP, INC.

By:
Name:
Title:

Acknowledged as of the date first written above:

JPMORGAN

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CHASE BANK, N.A. as Administrative Agent

By:
Name:
Title:

EXHIBIT H-1

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

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Reference is hereby made to the Amended and Restated Credit Agreement dated as of January 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NetApp, Inc. (the "Borrower"), the Lenders party thereto and

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JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any

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Promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)

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(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

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The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this

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certificat e changes, the undersig ned shall promptly so inform the Borrower and the Administ rative Agent, and (2) the undersig ned shall have at all times furnishe d the Borrower and the Administ rative Agent with a properly complete d and currently effective certificat e in either the

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calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the

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Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:
Date: _____, 20[__] including termination for cause.

EXHIBIT H-2

[FORM OF] U.S. TAX COMPLI

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ANCE CERTIFICATE (For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

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modified from time to time, the "Credit Agreement"), among NetApp, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Pursuant to the provisions of Section 2.17 of the Credit Agreeme

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nt, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of

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the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with

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the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees

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that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the

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calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the

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Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
_____
_____
_____
_____
_____
Name:
Title:
Date: _____ __, 20[__]

Signature Date _____

EXHIBIT H-3

[FORM OF] 15

U.S. TAX COMPLIANCE

CERTIFI

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CATE (For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes) Reference is hereby made to the Amended and Restated Credit Agreement dated as of January 22, 2021 (as amended, restated, supplemented or otherwise modified from

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time to time, the "Credit Agreement"), among NetApp, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned

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hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its

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any of its direct or indirect partners/ members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/ members is a ten

percent shareho

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shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (vi) the interest payments in

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question are not effectively connected with the undersigned's or its partners'/members' conduct of a U.S. trade or business.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its

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partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of

such partner's/member's beneficia

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l owners that is claiming the portfolio interest exemptio n. By executin g this certificat e, the undersig ned agrees that (1) if the informati on provided on this certificat e changes, the undersig ned shall promptly so inform such Lender and (2)

the undersig ned shall have at all times

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furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined

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defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
_____
_____
_____
_____
_____
Name:
Title:

Date: _____
_____, 20[__]

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EXHIBIT H-4

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of January 22, 2021 (as

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amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NetApp, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Pursuant to the

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provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/

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member s are the sole beneficia l owners of such Loan(s) (as well as any Promiss ory note(s) evidenci ng such Loan(s)), (iii) with respect to the extensio n of credit pursuant to the Credit Agreeme nt or any other Loan Docume nt, neither the undersig ned nor any of its direct or indirect partners/

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member s is a bank extendin g credit pursuant to a loan agreeme nt entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3) (A) of the Code, (iv) none of its direct or indirect partners/ member s is a ten percent sharehol der of the Borrower

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within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (vi) the interest payments in question are not effectivel

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y connecte d with the undersig ned's or its partners' /member s' conduct of a U.S. trade or business .

The undersig ned has furnishe d the Administ rative Agent and the Borrower with IRS Form W-8IMY accompa nied by one of the following forms from each of its partners/

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member s that is claiming the portfolio interest exemptio n: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicabl e, or (ii) an IRS Form W-8IMY accompa nied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicabl e, from each of such partner’s /member ’s beneficia l owners

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that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersig

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ned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such

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payments. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

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Date: _____ _____, 20[__]

EXHIBIT I-1

FORM OF BORROWING REQUEST

JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders referred to below

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[10 South Dearborn
Chicago, Illinois 60603
Attention: [_____]
Facsimile: [_____]]

Re: NetApp, Inc.

[Date]

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Credit Agreement dated as of

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January 22, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NetApp, Inc. (the "Borrower"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in

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such capacity, the "Administrative Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The Borrower hereby gives you notice pursuant to Section 2.03 of the Credit Agreement that it requests a

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Borrowing under the Credit Agreement, and in that connection the Borrower specifies the following information with respect to such Borrowing requested hereby:

1. Aggregate principal amount of Borrowing: _____

2. Date of Borrowing (which shall be a Business Day):

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_____

3. Type of Borrowing (ABR, **Term Benchmark** or ~~**Eurocurrency**~~**RFR**): _____

4. Interest Period and the last day thereof (if a ~~**Eurocurrency**~~**Term Benchmark** Borrowing): _____

5. Agreed Currency: _____

6. Location and number of the

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Borrower's account or any other account agreed upon by the Administrative Agent and the Borrower to which proceeds of Borrowing are to be disbursed: _____

[Signature Page Follows]

The undersigned hereby represents and warrants that the conditions to lending specified

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in Section[s] [4.01 and] 4.02 of the Credit Agreement are satisfied as of the date hereof.

Very truly yours,

NET APP, INC., as the Borrower

By:_____

Name:

Title:

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EXHIBIT I-2

FORM OF INTEREST ELECTION REQUEST

JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders referred to below

[10 South Dearborn

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Chicago, Illinois 60603
Attention: [_____]
Facsimile: ([__]) [__]-[_____]]

Re: NetApp, Inc.

[Date]

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Credit Agreement dated as of January 22, 2021 (as the same

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may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NetApp, Inc. (the "Borrower"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Adminis

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trative Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The Borrower hereby gives you notice pursuant to Section 2.08 of the Credit Agreement that it requests to [convert] [continue] an existing

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Borrowing under the Credit Agreement, and in that connection the Borrower specifies the following information with respect to such [conversion] [continuation] requested hereby:

1. List date, Type, principal amount, Agreed Currency and Interest Period (if applicable) of existing Borrowing:

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2. Aggregate principal amount of resulting Borrowing: _____

3. Effective date of interest election (which shall be a Business Day): _____

4. Type of Borrowing (ABR, **Term Benchmark** or ~~**Eurocurrency**~~**RFR**): _____

5. Interest Period and the

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last day thereof (if a ~~Eurocurrency~~**Term Benchmark** Borrowing): _____

(Agreed Currency: _____

[Signature Page Follows]

Very truly yours,

NET APP, INC., as Borrower

By: _____

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Name:
Title:

Exhibit 21.1

SUBSIDIARIES OF THE COMPANY

Name	Jurisdiction of Incorporati

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Non Organization
NetApp Argentina S.R.L.
NetApp Australia Pty. Ltd. Pty

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Ltd	
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NetApp Austria GmbH	Austria
BYMS International, Inc.	Barbados
NetApp	Belgium

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Belgium BVBA	Belgium
NetApp Global Limited	Bermuda
NetApp Global Holdings Ltd.	Bermuda
NetApp International Holdi	Bermu

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NetApp Brasil Soluções de Gerenciamento e Armazename	Brazil

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App Canada Ltd.	Canada
NetApp VTC, Inc.	Canada
NetApp Chile Limitada	Chile
NetApp (Shanghai) Commercial	China

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Co., Ltd.	
NetApp Holdings Limited	Cyprus
NetApp Capital Solutions, Inc.	Delaware
SolidFire International, LLC	Delaware

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Blue Steel Acquisition LLC	Delaware
Cloud Jumper LLC	Delaware
Clu Acquisition LLC	Delaware
NetApp R&D LLC	Delaware

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Cenaro, Inc.	Delaware
StackPointCloud, LLC	Delaware
Spotinst LLC	Delaware
Talon Storage Sol	Delaware

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utions, Inc.	re
CloudCheckr LLC	Delaware
Data Mechanics, LLC	Delaware
Fylamynt LLC	Delaware
NetApp US Holding	Delaware

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s, Inc.	re
Instalustr US Holding Inc.	Delaware
Instalustr, Inc.	Delaware
NetApp Denmark ApS	Denmark
NetApp Finland Oy	Finland

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NetApp France SAS	France
Data Mechanics SAS	France
NetApp Deutschland GmbH	Germany
Credativ GmbH	Germany
NetApp (C	Hong

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hina) Limited	Hong Kong
NetApp (Hong Kong) Limited	Hong Kong
NetApp Iceland ehf.	Iceland
NetApp India Private Limited	India

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NetApp India Marketing and Services Private Limited	India
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NetApp Indonesia	nd
Network Appliance (Sales) Limited	Ireland
NetApp Ireland d Lt. Limit	Ireland

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Cognigo Research Ltd	Israel
NetApp Israel R&D Ltd.	Israel
NetApp Israel Sales Limited	Israel
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aela, Ltd.	a el
Plexistor Ltd.	Israel
Scharfnet, Ltd	Israel
Spotinst Ltd.	Israel
NetApp Italia S.r.l.	Italy
NetApp G.K.	Japan
NetApp Korea	Korea

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Limited	ea
NetApp Luxembourg S.a.r.l.	Luxembourg
NetApp Malaysia Sdn. Bhd.	Malaysia

Name	**Jurisdiction o**

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fIncorporationnorOrganization

NetApp Mexico S. de R. L. de	Mexico

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C.V.	
NetApp	New Zealand Limited
NetApp	Nigeria Limited
NetApp	Norway AS

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Name	Jurisdiction of incorporation or Organization

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NetApp Poland Sp. sp ółka z ograniczon ą odpowiedzialnością	Poland
NetApp Russia LLC	Russia

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Network Appliance Saudi Arabia LLC	Saudi Arabia
NetApp Singapore Pte. Ltd.	Singapore
NetApp South Africa (Pty) Limited	South Africa

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NetApp Spain Sales SL	Spain
NetApp Sweden AB	Sweden
NetApp Switzerland GmbH	Switzerland
NetApp (Thailand) Limited	Thailand

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Decrued B.V.	The Netherlands
NA Technology C.V.	The Netherlands

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NetApp Asia Pacific Holdings B.V.	The Netherlands
NetApp B.V.	The Netherlands

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NetApp Holding & Manufacturing B.V.	The Netherlands
SolidFire B.V.	The Netherlands

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NetApp Teknoloji Limited Sirketi	Turkey
NetApp UK Ltd.	United Kingdom
CloudCheckr Ltd.	United Kingdom

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NetApp UK Holdings Ltd.	United Kingdom
NetApp Vietnam Company Limited	Vietnam

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED

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PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 033-99638, 333-25277, 333-40307, 333-32318, 333-41384, 333-53776, 333-57378, 333-73982, 333-100837, 333-109627, 333-113200, 333-

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208309, 333-209570, 333-214886, 333-219061, 333-220230, 333-221809, 333-228464, 333-232187, 333-234762, 333-248480, 333-259520, 333-261465, 333-265648, and 333-265648 333-274538 on Form S-8 and Registration Statement Nos. 333-26163, 333-

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74979, 333-41386, 333-253726, 333-223154, 333-208311, 333-185217, and 333-185217 333-277522 on Form S-3 of our reports dated June 14, 2023 June 10, 2024, relating to the consolidated financial statements of NetApp, Inc. and the effectiveness of NetApp, Inc.'s internal

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control over financial reporting appearing in this Annual Report on Form 10-K for the year ended April 28, 2023 April 26, 2024.

/s/ DELOITTE & TOUCHE LLP

San Jose, California Raleigh, North Carolina

June 14, 2023 10, 2024

Exhibit 31.1

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CERTIFICATION PURSUANT TO SECTION 302(a) OF THE SARBANES-OXLEY ACT OF 2002

I, George Kurian, certify that:

1) I have reviewed this Annual Report on Form 10-K of NetApp, Inc.;

2) Based on my knowledge, this report does not contain any untrue statement of a material

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fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3) Based on my knowledge, the financial statements, and other financial information

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included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls

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and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure

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controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is

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being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparati

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on of financial statemen ts for external purposes in accordan ce with generally accepted accounti ng principles ;

c) Evaluate d the effectiven ess of the registrant ’s disclosur e controls and procedur es and presente d in this report our conclusio ns about the effectiven ess of

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the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal

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quarter (the registrant ’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant ’s internal control over financial reporting; and

5) The registrant’s other certifying officer(s) and I have disclosed, based on our most

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recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of

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internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in

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the registrant's internal control over financial reporting.

/s/ GEORGE KURIAN

George Kurian

Chief Executive Officer

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(Principal Executive Officer and Principal Operating Officer)

Date: June 14, 2023 June 10, 2024

Exhibit 31.2

CERTIFICATION PURSUANT TO

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SECTION 302(a) OF THE SARBANES-OXLEY ACT OF 2002

I, Michael J. Berry, certify that:

1) I have reviewed this Annual Report on Form 10-K of NetApp, Inc.;

2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material

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fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly

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present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in

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Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be

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designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

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b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statemen

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ts for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure

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controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant

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’s fourth fiscal quarter in the case of an annual report) that has materiall y affected, or is reasonab ly likely to materiall y affect, the registrant ’s internal control over financial reporting; and

5) The registrant’ s other certifying officer(s) and I have disclosed, based on our most recent evaluatio n of

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internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over

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financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal

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control over financial reporting.

/s/ MICHAEL J. BERRY

Michael J. Berry

Executive Vice President and Chief Financial Officer

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(Principal Financial Officer)

Date: June 14, 2023 June 10, 2024

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED

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PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, George Kurian, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of NetApp, Inc., on Form 10-K for the year ended April 28, 2023 April 26, 2024

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fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of NetApp, Inc.

/s/

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Date:
June 14, 2023 Jun e 10, 2024

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCI

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AL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael J. Berry, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the

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Annual Report of NetApp, Inc., on Form 10-K for the year ended April 28, 2023 April 26, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects,

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REFINITIV

the financial condition and results of operations of NetApp, Inc.

/s/ MICHAEL J. BERRY

Michael J. Berry

Executive Vice President and Chief Financial Officer (Principal Financial Officer)

Date: June 14, 2023 June 10, 2024

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Exhibit 97.1

NETAPP, INC.

COMPENSATION RECOVERY POLICY

As adopted on November 15, 2023

NetApp, Inc. (the "**Company**") is committed to strong corporate governance. As part of this commitment, the Company's Board of

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Directors (the "**Board**") has adopted this clawback policy called the Compensation Recovery Policy (the "**Policy**"). The Policy is intended to further the Company's pay-for-performance philosophy and to comply with applicable laws by providing rules relating to the

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reasonably prompt recovery of certain compensation received by Covered Executives in the event of an Accounting Restatement. The application of the Policy to Covered Executives is not discretionary, except to the limited extent provided below, and applies without regard to

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whether a Covered Executive was at fault. Capitalized terms used in the Policy are defined below, and the definitions have substantive impact on its application so reviewing them carefully is important to your understanding.

The Policy is intended to comply with, and will be

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interpret ed in a manner consiste nt with, Section 10D of the Securitie s Exchang e Act of 1934 (the "**Exchan ge Act**"), with Exchang e Act Rule 10D-1 and with the listing standard s of the national securitie s exchang e (the "**Exchan ge**") on which the securitie s of the Compan

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y are listed,including any official interpretive guidance.

Persons Covered by the Policy

The Policy is binding and enforceable against all "**Covered Executives**". A Covered Executive is each individual who is or was ever designated as an "officer" by the Board in

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accordance with Exchange Act Rule 16a-1(f) (a "**Section 16 Officer**"). The T&C Committee may (but is not obligated to) request or require a Covered Executive to sign and return to the Company an acknowledgement that such Covered Executive will be bound by the

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terms and comply with the Policy. The Policy is binding on each Covered Executive whether or not the Covered Executive signs and/or returns any acknowledgment.

Administration of the Policy

The Talent & Compensation Committee (the "**T&CCommittee**") of the

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Board has full delegated authority to administer the Policy. The T&C Committee is authorized to interpret and construe the Policy and to make all determinations necessary, appropriate, or advisable for the administration of the Policy. In addition, if determined in the discretio

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n of the Board, the Policy may be administered by the independent members of the Board or another committee of the Board made up of independent members of the Board, in which case all references to the T&C Committee will be deemed to refer to the independent member

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s of the Board or the other Board committee. All determinations of the T&C Committee will be final and binding and will be given the maximum deference permitted by law.

Accounting Restatements Requiring Application of the Policy

If the Company is required

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to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that

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is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (an "**Accounting Restatement**"), then the T&C Committee must determine the

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Excess Compensation, if any, that must be recovered. The Company's obligation to recover Excess Compensation is not dependent on if or when restated financial statements are filed.

Compensation Covered by the Policy

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The Policy applies to certain **Incentive-Based Compensation** (certain terms used in this Section are defined below) that is **Received** on or after October 2, 2023 (the "**Effective Date**"), during the **Covered Period** while the Company has a class of securities listed on a national

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securities exchange. Such Incentive-Based Compensation is considered "**Clawback Eligible Incentive-Based Compensation**" if the Incentive-Based Compensation is Received by a person after such person became a Section 16 Officer and the person served as a Section

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16 Officer at any time during the performance period for the Incentive-Based Compensation. "**Excess Compensation**" means the amount of Clawback Eligible Incentive-Based Compensation that exceeds the amount of Clawback Eligible Incentive-Based Compensation that

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otherwise would have been Received had such Clawback Eligible Incentive-Based Compensation been determined based on the restated amounts. Excess Compensation must be computed without regard to any taxes paid and is referred to in the listings standards as “erroneously

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awarded compensation".

To determine the amount of Excess Compensation for Incentive-Based Compensation based on stock price or total shareholder return, where it is not subject to mathematical recalculation directly from the information in an Accounting Restate

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ment, the amount must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive-Based Compensation was Received and the Company must maintain documentation

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of the determination of that reasonable estimate and provide that documentation to the Exchange.

"**Incentive-Based Compensation**" means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting

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Measure. For the avoidance of doubt, no compensation that is potentially subject to recovery under the Policy will be earned until the Company's right to recover under the Policy has lapsed.

The following items of compensation are not Incentive-Based Compen

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sation under the Policy: salaries, bonuses paid solely at the discretion of the T&C Committee or Board that are not paid from a bonus pool that is determined by satisfying a Financial Reporting Measure, bonuses paid solely upon satisfying one or more

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subjecti ve standar ds and/or completi on of a specifie d employ ment period, non- equity incentiv e plan awards earned solely upon satisfyin g one or more strategic measur es or operatio nal measur es, and equity awards for which the grant is not continge

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nt upon achieving any Financial Reporting Measure performance goal and vesting is contingent solely upon completion of a specified employment period (e.g., time-based vesting equity awards) and/or attaining one or more non-Financial

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Reporting Measures.

“**Financial Reporting Measures**” are measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures that are derived wholly or in part

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from such measures. Stock price and total shareholder return are also Financial Reporting Measures. A Financial Reporting Measure need not be presented within the financial statements or included in a filing with the Securities and Exchange Commission.

Incentive-Based

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Compensation is "**Received**" under the Policy in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment, vesting, settlement or grant of the Incentive-Based Compensation

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occurs after the end of that period. For the avoidance of doubt, the Policy does not apply to Incentive-Based Compensation for which the Financial Reporting Measure is attained prior to the Effective Date.

"**Covered Period**" means the three completed fiscal years immediat

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ely precedin g the Accounti ng Restate ment Determin ation Date. In addition, Covered Period can include certain transition periods resulting from a change in the Compan y's fiscal year.

"**Accou nting Restate ment Determi nation Date**" means the earliest to occur of: (a) the date

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the Board, a committee of the Board, or one or more of the officers of the Company authorized to take such action if Board

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action is not required, concludes, or reasonably should have concluded, that the

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Company is required to prepare an Accounting Restatement; and (b) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement.

Repayment of Excess Compensation

The Company must recover

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Excess Compensation reasonably promptly and Covered Executives are required to repay Excess Compensation to the Company. Subject to applicable law, the Company may recover Excess Compensation by requiring the Covered Executive to repay such amount to the

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Company by direct payment to the Company or such other means or combination of means as the T&C Committee determines to be appropriate (these determinations do not need to be identical as to each Covered Executive). These means include (but are not

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limited to):

(requiring reimbursement of cash Incentive-Based Compensation previously paid;

(seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards (including, but not limited to, time-based vesting awards)

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, without regard to whether such awards are Incentive-Based Compensation or vest based on the achievement of performance goals;

(offsetting the amount to be recovered from any unpaid or future compensation to be paid by the Company or any affiliate of the Company to the Covered Executive,

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including (but not limited to) payments of severance that might otherwise be due in connection with a Covered Executive's termination of employment and without regard to whether such amounts are Incentive-Based Compensation;

(cancelling) outstanding vested or

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unvested equity awards (including, but not limited to, time-based vesting awards), without regard to whether such awards are Incentive-Based Compensation; and/or

(taking any other remedial and recovery action permitted by law, as determined by the T&C Committee.

The repayme

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nt of Excess Compensation must be made by a Covered Executive notwithstanding any Covered Executive's belief (whether or not legitimate) that the Excess Compensation had been previously earned under applicable law and therefore is not subject to clawback.

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In addition to its rights to recovery under the Policy, the Company or any affiliate of the Company may take any legal actions it determines appropriate to enforce a Covered Executive's obligations to the Company or to discipline a Covered Executive. Failure of a

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Covered Executive to comply with their obligations under the Policy may result in (without limitation) termination of that Covered Executive's employment, institution of civil proceedings, reporting of misconduct to appropriate governmental authorities, reduction of

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future compensation opportunities or change in role. The decision to take any actions described in the preceding sentence will not be subject to the approval of the T&C Committee and can be made by the Board, any committee of the Board, or any duly authorized

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officer of the Company or of any applicable affiliate of the Company. For avoidance of doubt, any decisions of the Company or the Covered Executive's employer to discipline a Covered Executive or terminate the employment of a Covered Executive are independent of determin

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ations under this Policy. For example, if a Covered Executive was involved in activities that led to an Accounting Restatement, the Company's decision as to whether or not to terminate such Covered Executive's employment would be made under its employment

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arrangements with such Covered Executive and the requirement to apply this no-fault and non-discretionary clawback policy will not be determinative of whether any such termination is for cause, although failure to comply with the Policy might be something that could result in a

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termination for cause depending on the terms of such arrangements.

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Limited Exceptions to the Policy

The Company must recover the Excess Compensation in accordance with the Policy except to the

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limited extent that any of the conditions set forth below is met, and the T&C Committee determines that recovery of the Excess Compensation would be impracticable:

(a) direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered.

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Before reaching this conclusion, the Company must make a reasonable attempt to recover such Excess Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the Exchange; or

(Recovery would likely cause an otherwise tax-qualified retireme

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nt plan, under which benefits are broadly availabl e to employe es of the Compan y, to fail to meet the legal require ments as such.

Other Importa nt Informat ion in the Policy

The Policy is in addition to the requirem ents of Section 304 of the Sarbane s-Oxley Act of

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2002 that are applicable to the Company's Chief Executive Officer and Chief Financial Officer, as well as any other applicable laws, regulatory requirements, rules, or pursuant to the terms of any existing Company policy or agreement providing for the recovery of compensation,

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including (but not limited to) the Company's Discretionary Clawback Policy (the "**Discretionary Policy**"). Any compensation that is Received prior to the Effective Date will remain subject to the Discretionary Policy. For purposes of clarification, the Discretionary Policy will

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remain in force and effect on and after the Effective Date, but the Discretionary Policy is meant to supplement, and not supersede, any portion of the Policy and the terms of the Discretionary Policy do not limit in any way the Policy and the Company's rights hereunder.

Notwithstanding

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the terms of any of the Company's organizational documents (including, but not limited to, the Company's bylaws), any corporate policy or any contract (including, but not limited to, any indemnification agreement), neither the Company nor any affiliate

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of the Company will indemnify or provide advancement for any Covered Executive against any loss of Excess Compensation. Neither the Company nor any affiliate of the Company will pay for or reimburse insurance premiums for an insurance policy that covers potential

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recovery obligations. In the event that the Company is required to recover Excess Compensation pursuant to the Policy from a Covered Executive who is no longer an employee, the Company will be entitled to seek recovery in order to comply with applicable law, regardle

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ss of the terms of any release of claims or separation agreement that individual may have signed.

The T&C Committee or Board may review and modify the Policy from time to time.

If any provision of the Policy or the application of any such provision

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to any Covered Executive is adjudicated to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Policy or the application of such provision to another Covered Executive, and the invalid, illegal or

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unenforceable provisions will be deemed amended to the minimum extent necessary to render any such provision or application enforceable.

The Policy will terminate and no longer be enforceable when the Company ceases to be a listed issuer within the meaning of

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Section 10D of the Exchange Act.

ACKNOWLEDGEMENT

- I acknowledge that I have received and read the Compensation Recovery Policy (the "**Policy**") of NetApp, Inc. (the "**Company**").

- I understa

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nd and acknowledge that the Policy applies to me, and all of my beneficiaries, heirs, executors, administrators or other legal representatives and that the Company's right to recovery in order to comply with applicable law will apply, regardless of the terms of any release of claims or separation

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agreement I have signed or will sign in the future.

- I agree to be bound by and to comply with the Policy and understand that determinations of the T&C Committee (as such term is used in the Policy) will be final and binding and will be given the maximum deference permitted by law.

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- I understand and agree that my current indemnification rights, whether in an individual agreement or the Company's organizational documents, exclude the right to be indemnified for amounts required to be recovered under the Policy.

- I understand that my failure to comply in all respects

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with the Policy is a basis for termination of my employment with the Company and any affiliate of the Company as well as any other appropriate discipline.

- I understand that neither the Policy, nor the application of the Policy to me, gives rise to a resignation for good reason (or similar

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concept) by me under any applicable employment agreement or arrangement.

- I acknowledge that if I have questions concerning the meaning or application of the Policy, it is my responsibility to seek guidance from the Legal Department, Human Resources or my own personal advisers.

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- I acknowledge that neither this Acknowledgement nor the Policy is meant to constitute an employment contract.

Please review, sign and return this form to Human Resources.

Covered Executive

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CORPORATE DISCLOSURES

DELTA REPORT

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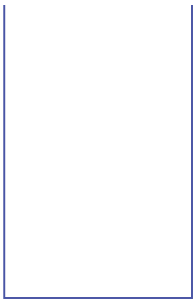
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