

**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 25, 2025

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**<sup>®</sup>

**NetApp, Inc.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

77-0307520

(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

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 25, 2024, the last business day of the registrant's most recently completed second fiscal quarter, was approximately \$

16.6

billion (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 29, 2025,

200,366,162

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 25, 2025.

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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 "committed," "estimate," "intend," "plan," "positions," "predict," "seek," "strive," "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;
- global political, economic and industry conditions and 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;
- 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 solutions market;
- our ability to develop, introduce and gain market acceptance for new and differentiated offerings without disruption;
- 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 or 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 at the prices forecasted;
- our ability to maintain our customer, partner, supplier, reseller, distributor and contract manufacturer relationships, including with public cloud providers, on favorable terms and conditions;

- 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 or third parties' systems, products and services;
- 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 and uncertainty in U.S. government spending and demand for our products;
- changes and uncertainty in global trade controls, including tariffs and economic sanctions;
- our ability to resolve ongoing litigation, tax audits, government audits, inquiries and investigations in line with our expectations;
- our ability to comply with evolving regulatory and contractual requirements, including certifications;
- the availability of acceptable financing to support our future cash requirements;
- valuation and liquidity of our investment portfolio;
- foreign exchange rate impacts;
- interest rate and inflationary pressure impacts;
- our ability to achieve our goals related to sustainability and corporate responsibility 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.

## PART I

### Item 1. *Business*

#### Overview

NetApp, Inc. (NetApp, we, us, or the Company) helps customers make their data infrastructure more seamless, more dynamic, and higher performing. We were incorporated in 1992, are headquartered in San Jose, California, and provide a full range of enterprise-class software, systems and services that customers use to transform their data infrastructures across data types, workloads, and environments to realize business possibilities.

We leverage over thirty years of innovation to make data infrastructure intelligent. Our unified data storage solutions deliver flexible, simplified, and silo-free infrastructure. Our active data management capabilities focus on security, compliance, and sustainability, while our adaptive operations enhance performance, efficiency, and productivity. Our extensive portfolio integrates hybrid and multi-cloud environments, addressing key customer priorities such as modernizing legacy systems, enhancing resilience against ransomware, and developing scalable, high-performance data pipelines for artificial intelligence (AI) workloads.

NetApp empowers customers to harness their data for accelerated innovation, improved operations, and competitive advantage. Our unified data storage solutions provide the flexibility to consistently and easily store any data type and support any workload. As the only enterprise-grade storage service natively embedded in the world's largest clouds, we power data across Amazon AWS, Microsoft Azure, and Google Cloud. Our integrated data services enable active data management, security, protection, governance, and sustainability. Additionally, our operational services support adaptive operations across infrastructure, applications, and teams. Together with our Hybrid Cloud products, these services enable customers to construct a seamless, intelligent data infrastructure across hybrid multi-cloud environments.

Together, these capabilities comprise an intelligent data infrastructure that delivers:

- Operational simplicity, so customers can manage complex workloads and eliminate infrastructure silos across apps, data, and clouds.
- Cyber resilience and security, so businesses stay up and running with built-in ransomware protection, rapid recovery, and infrastructure observability.
- AI innovation, embedding intelligence into data infrastructure to enable AI workloads that deliver new levels of productivity and innovation.
- 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 maximize infrastructure and application extensibility and team responsiveness.

Our strategy revolves around serving the world's most critical organizations by addressing their complex data management challenges in the age of data. We emphasize the importance of an intelligent data infrastructure that provides flexibility, security, and simplicity at scale. This infrastructure integrates seamlessly with hybrid cloud environments, modernizes application portfolios, and enhances security while ensuring efficiency and performance. NetApp's unified storage and data management platform, along with embedded data and operational services, enables customers to unify their data for AI, recover from malicious attacks, and achieve significant productivity gains through autonomous, self-healing capabilities.

Our unique approach is built on a unified platform that combines intelligent storage and data architecture with software, AI, and APIs, creating an intelligent data fabric. This platform, exemplified by the ONTAP operating system and BlueXP control plane, provides consistent data experiences and optimized storage operations across on-premises, cloud, and edge environments. Our long history of disciplined execution and architectural excellence has positioned us as a market leader, with a strong presence in the world's leading public clouds and the ability to deliver transformative flexibility and simplicity at scale.

Our market strategy targets large and growing markets, including hybrid cloud, public cloud, flash storage, block storage, and AI. We are expanding our strong position in the unstructured data market and disrupting the mature block storage market with block-optimized flash storage. Our integration with major public cloud providers like Amazon AWS, Microsoft Azure, and Google Cloud positions us to capitalize on cloud migrations and enterprise workloads. In the AI space, we leverage our expertise in unstructured data management to support the entire AI lifecycle, from data foundations to deploying hybrid cloud architectures, ensuring rapid time-to-market and responsible AI deployment.

#### Product, Solutions and Services Portfolio

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

## Hybrid Cloud

*Hybrid Cloud* provides a unified data storage portfolio of storage management and infrastructure solutions that helps customers modernize their data centers. By leveraging on-premises, private cloud and public cloud capabilities, we enable customers to modernize applications with a single solution that supports file, block, and object storage. We deliver a versatile data infrastructure solution suitable for all environments and workloads, including the strategic enterprise AI market. Our Hybrid Cloud portfolio accommodates both structured and unstructured data with unified storage optimized for flash, disk, and cloud storage, capable of handling data-intensive workloads and applications. Hybrid Cloud includes software, hardware, and related support, along with professional and other services.

### **Data management software**

**NetApp ONTAP** software is our foundational technology that underpins NetApp's critical storage solutions in the on-premises data center and 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, private, and public clouds. It can be used in NAS, SAN, object, and container environments, as well as software-defined storage (SDS) situations.

Data integrity, security, and business continuity are at the heart of any company's data center. With 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** software is designed to deliver high-performance backup and recovery for database and application workloads hosted on ONTAP storage. **NetApp SnapMirror Data Replication** software 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.

ONTAP also includes industry-leading cyber resilience solutions that are designed to maximize data protection and security and increase data governance and compliance. NetApp keeps data protected and secured by aligning with the National Institute of Standards and Technology cybersecurity framework, working to block cybersecurity threats and mitigate the high cost of downtime. The built-in, AI-powered Autonomous Ransomware Protection operates natively in the storage layer, combating evolving threats with real-time detection for rapid response and recovery.

### **Storage infrastructure**

**NetApp All-Flash FAS (AFF A-Series)** is a scale-out platform built for virtualized and containerized environments, combining low-latency performance via performance-optimized flash solid state drives with best-in-class data management, built-in efficiencies, integrated data protection, multiprotocol support, and nondisruptive operations. 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 All-Flash FAS with capacity flash (AFF C-Series)** provides customers with capacity-optimized flash solid state drives which balance performance and affordability. 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 and simplified 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-capacity data storage devices powered by NetApp ONTAP. NetApp FAS Storage Arrays provide customers with a balance of performance and capacity running 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. 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 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), StorageGRID 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, data services and operational services. As the only provider of enterprise-grade storage services natively embedded in the world's largest public cloud providers, NetApp helps organizations harness the power of their data and applications. NetApp's services leverage AI to maximize productivity across infrastructure and 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.

### Cloud storage

Fully managed cloud storage offerings are available natively on Microsoft Azure as **Azure NetApp Files**, on Amazon AWS as **Amazon FSx for NetApp ONTAP**, and on Google Cloud as **Google Cloud NetApp Volumes**.

In addition, NetApp offers **NetApp Cloud Volumes ONTAP** on Amazon AWS, Google Cloud, and Microsoft Azure, a cloud-based software for 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 on-premises ONTAP storage infrastructure offerings.

### Manageability

At the center of our hybrid multi-cloud storage and data service offerings is **NetApp BlueXP**. BlueXP is a unified control plane that enables customers to manage their entire data landscape through one single, web-based Software-as-a-Service (SaaS)-delivered 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) that allow customers to control their data and operations.

With **BlueXP Copy and Sync**, customers can migrate data to the cloud securely and efficiently. Customers can choose where to deploy primary workloads without re-architecting applications or databases. **BlueXP Backup and Recovery** delivers seamless and cost-effective backup and restore capabilities for protecting and archiving cloud and on-premises data managed by ONTAP. **BlueXP Classification** service provides data discovery, mapping, and classification driven by 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, **BlueXP Ransomware Protection** provides AI-driven protection of workloads, with integrated real-time detection and ability to respond quickly to threats and recover in minutes.

### Operational services

**NetApp Data Infrastructure Insights** (formally called "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.

**Instaclustr** 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 the data infrastructure through its SaaS platform for those designing and building around open-source technologies while not wanting to maintain that infrastructure themselves.

## 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 offerings include 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 spending 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's **Professional Services** offer specialized expertise to minimize risks and simplify designing, implementing, migrating, and integrating NetApp hybrid cloud solutions. This enables businesses to reap the benefits of new technology investments more quickly. Our highly skilled service experts help ensure secure and optimized environments, delivering consistent, high-quality outcomes that meet customers' expectations.
- NetApp **Managed Services** can optimize the performance and efficiency of your IT infrastructure, whether you have a hybrid cloud or on-premises environment. Our experienced NetApp experts follow a proven methodology and industry best practices to monitor, administer, operate, and optimize your IT environment. This allows your organization's IT staff to focus on driving business initiatives forward, without worrying about the day-to-day management of your IT infrastructure.
- NetApp **Global Support** offers a wide range of solutions, including systems, processes, and personnel, to support uninterrupted operation in complex and critical environments. Our focus is on providing proactive and preemptive technology support to help ensure operational continuity across the NetApp hybrid cloud. We offer personalized support options that provide actionable intelligence to resolve problems faster, 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 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 2025, sales through our indirect channels represented 78% 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 25, 2025, our worldwide sales and marketing functions consisted of approximately 5,100 managers, sales representatives and technical support personnel. We have offices in approximately 26 countries. Sales to customers Arrow Electronics, Inc. and TD Synnex Corporation accounted for 21% and 24% of our net revenues, respectively, in fiscal 2025. 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 included in Part II, Item 8.

## Seasonality

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 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; Guadalajara, Mexico; Schiphol Airport, The Netherlands; Helmond, The Netherlands; Tiszaujvaros, Hungary; 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 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 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 defined by how we can help customers realize operational simplicity, cyber resilience and security, AI innovation, infrastructure savings and 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 \$1,012 million in fiscal 2025, \$1,029 million in fiscal 2024 and \$956 million in fiscal 2023. These costs consist primarily of personnel and related expenses incurred to conduct product development activities. Although we develop many of our products internally, we also acquire technology through business combinations or through third party licensing 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 with rapid technological advances in hardware, software, and related service offerings. Cloud, digital transformation, and AI initiatives are driving customer and solution requirements changes.

We compete with many companies in the 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 and data-management products, solutions or services. In the emerging AI market, we encounter both our traditional competitive set, as well as newer entrants, focused primarily on the AI model training space. 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. Legacy vendors are not often encountered as competitors in the cloud storage services market.

We compete with many companies in the cloud operations marketplace, including new companies (startups) and larger software companies who target developers, and operations engineering (DevOps). 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.

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, including some of our partners. New competitors or alliances among competitors might emerge and further increase competitive pressures.

We consider our hardware, 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 with 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 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.

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 believe that our commitment to helping our customers and partners succeed and to positively affecting the communities where our employees work and live supports our efforts to deliver value to our stockholders. We are committed to the reduction of greenhouse gas emissions; the efficient use of resources; and reducing, 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. We 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 (95% of the total energy consumed is renewable); Cork, Ireland (100% of electricity consumed is from renewable energy) and Wichita, Kansas (100% of the electricity consumed is produced by renewable wind energy).

At the global, regional and 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 and have tended to become more stringent over time. However, it is difficult to anticipate future regulations pertaining to environmental matters and to estimate their impacts on our operations. 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, earthquakes, floods, droughts, and other such occurrences or severe weather/climate-related phenomena.

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); Energy Related Products (ErP); and Restriction of Hazardous Substances (RoHS). We also comply with the China RoHS 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, Singapore and California.

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 inclusion and belonging and our employees' well-being and development.

### ***Belonging***

We believe inclusion and belonging lead to more innovation, better access to talent and improved business outcomes. Our strategies are intended to promote a team-based culture, inclusiveness, and to achieve sustained business results.

### ***Benefits, Wellbeing and Engagement***

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

- National medical plans;
- Regional medical plans;
- Expert advice from world-renowned doctors through our medical second opinion program;
- National dental plans;
- National vision plans; and
- 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 competitive retirement plans, including options to maximize retirement savings.

*Flexible Work.* We offer a flexible hybrid work program 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 enabling us to be 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.** 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.

**Giving Back.** The NetApp Cares programs support our employees' efforts to make a positive difference in our communities. In fiscal 2025, NetApp employees donated over 20,900 hours to serve their communities and make an impact around the world. The NetApp 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 inclusion, talent acquisition, engagement, development and retention.

#### **Employees**

As of April 25, 2025, we had approximately 11,700 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 9, 2025, were as follows:

<b>Name</b>	<b>Age</b>	<b>Position</b>
George Kurian	58	Chief Executive Officer
César Cernuda	53	President
Wissam Jabre	55	Executive Vice President and Chief Financial Officer
Harvinder S. Bhela	53	Executive Vice President and Chief Product Officer
Elizabeth M. O'Callahan	56	Executive Vice President, Chief Administrative Officer, and Secretary

*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.

*Wissam Jabre* joined NetApp in March 2025 as executive vice president and chief financial officer, overseeing the worldwide finance and investor relations organizations. Mr. Jabre is an accomplished finance executive with over 20 years of experience leading finance organizations and driving value creation through disciplined operational management. Prior to joining NetApp, Mr. Jabre served as the executive vice president and CFO at Western Digital Corporation from February 2022 to February 2025, where he led the global finance organization and oversaw various critical functions. Prior to joining Western Digital, he served as the CFO of Dialog Semiconductor from March 2016 to August 2021. He has also held senior finance positions at prominent technology companies, including Advanced Micro Devices, Freescale Semiconductor (since acquired by NXP Semiconductors), and Motorola. Mr. Jabre's career began at Schlumberger, where he gained valuable experience in both engineering and finance roles. Mr. Jabre holds a B.E. in Electrical Engineering from the American University of Beirut and an MBA from Columbia Business School. He also serves on the board of directors of MKS, Inc. where he serves as a member of the audit committee.

*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 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* joined NetApp in 2013 and has served as NetApp's executive vice president, chief administrative officer, and secretary since March 2025. Prior to her appointment as chief administrative officer, Ms. O'Callahan served as executive vice president, chief legal officer, and secretary from January 2022 to February 2025, 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, executive compensation, securities law, employment law, mergers and acquisitions, capital markets transactions, corporate compliance and ethics, data privacy, intellectual property, crisis management, real estate, litigation and 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](http://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](http://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 following discussion and the sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Quantitative and Qualitative Disclosures About Market Risk" and "Management's Report on Internal Control Over Financial Reporting" reflect our current judgment regarding the most significant risks we face. These risks can and will change in the future.

### Risks Related to Our Business and Industry

***Global economic and geopolitical conditions have adversely affected and may in the future continue to adversely affect our industry, business operations, and financial performance, including our revenue growth, profitability, financial condition and cash flows.***

As a global company, our business is influenced by worldwide economic and market conditions, including, among others, inflation, slower growth, economic downturn or recession, changes in fiscal and monetary policies, higher interest and tax rates, economic uncertainty, political instability, regional conflicts, military warfare, extreme weather events and effects from climate change, natural disasters and pandemics, supply chain interruptions and shortages, changes in laws, reduced consumer confidence and spending, international trade protection measures and disputes (including economic and trade barriers, tariffs, sanctions and export controls), and the threat and potential of retaliatory trade control policies (including retaliatory tariffs). These factors, as well as the fear or anticipation of such conditions, may influence decisions and actions by our key stakeholders and the market generally, and can lead to increased volatility in the IT industry, making it difficult to predict future demand for our products and services. They can also negatively impact the availability of supplies and limit access to capital for our suppliers, customers and partners.

Any of these factors above, as well as other adverse macroeconomic conditions can significantly reduce demand for our products and negatively affect our operating results due to customer concerns about declining demand for their products, reduced asset values, fluctuating energy costs, geopolitical issues, the cost and availability of credit, and the stability of financial institutions, markets, businesses, and governments. These conditions may be widespread, and their resolution could be uncertain. If we are not able to efficiently and effectively resolve such issues in a timely manner, or if our chosen strategies are not successful, then our business, operations and financial condition could be materially adversely impacted. Consequently, these risks and conditions could materially adversely affect our future sales and operating results.

***Our business may be negatively impacted by technological trends in our market or our inability to keep pace with rapid industry, technological, and market changes.***

The growth in our industry and the markets we compete in is driven by the increasing demand for data, which in turn drives the need for storage and data management solutions. However, our markets could face challenges due to technology transitions, increased storage efficiency, competitive pricing dynamics, changing consumption models, and uncertain macroeconomic conditions. Additionally, the impact of generative artificial intelligence (GenAI) on the storage and data management markets and regulation thereof is still unfolding and could evolve unpredictably.

As customers undergo their information technology (IT) transformations, leveraging modern architectures and hybrid cloud environments, they seek simpler solutions and new consumption models. This shift is directing spending towards transformational projects and architectures like flash storage, hybrid cloud, cloud storage, and IT as a service. The future impact of these trends on both short- and long-term demand for our products is uncertain, and we may struggle to meet customer demand with the expected level of quality and support for new products or services.

Our business may suffer if we fail to keep pace with rapid industry, technological, or market changes, or if our products and services are not well-received in the marketplace. These factors, along with other considerations discussed in this Annual Report on Form 10-K, could lead to a decline in customer demand for our products and services, resulting in decreased revenue on a year-over-year basis, as seen in fiscal 2017, 2020, and 2024. If the overall growth rate of industry declines, if specific markets we compete in experience reduced growth, if storage consumption models change, if our new and existing products and services do not gain customer acceptance, or if we do not adapt our sales programs to market changes, our business, operating results, financial condition, and cash flows could be adversely affected.

***The global nature of our business exposes us to risks that could materially harm our operations, revenues, and financial results.***

A significant portion of our operations and revenues are derived from outside of the U.S., and most of our products are sourced and manufactured outside of the U.S. We also have research and development, sales, and service centers internationally. Consequently, our international operations and future financial results could be adversely affected by various economic, business, regulatory, social and political factors in foreign countries. These factors include government controls, local political or economic conditions such as recessions, economic downturns, inflation and political uncertainty, economic sanctions, trade protections and regulations, export and import requirements (including but not limited to government and regulatory authorizations), tariffs, investment restrictions, tax



policies, treaties or laws, local labor conditions, transportation costs, government spending patterns, geopolitical tensions and uncertainties, acts of terrorism, international conflicts, natural disasters, and adverse public health developments.

Changes in laws or policies governing the terms of foreign trade, and in particular increased trade restrictions, tariffs or taxes on imports from countries where we source and/or manufacture products, including the impact on our suppliers and contract manufacturers who may look to pass through additional costs imposed on them, could have a material adverse effect on our business and financial results. The U.S. government has recently enacted changes to U.S. trade policy and has signaled plans for possible additional changes. For example, the U.S. government has imposed sweeping tariffs on certain products and countries and has signaled that further tariffs may be imposed in the future. The U.S. government's tariffs policy remains fluid, with tariffs on certain countries delayed or reduced in scope, and additional tariffs likely to be forthcoming on other countries or specified products. Additional tariffs and restrictive policies, particularly with respect to the tariffs on Mexico, could have a significant impact on our business and results of operations. The exact magnitude of any potential impact remains uncertain given possible further changes in tariffs and increased tensions with U.S. trading partners targeted by tariffs or other restrictive trade policies. Our risk exposure may increase further if any countries levy retaliatory tariffs, taxes, or other trade restrictions or penalties against the United States or U.S. companies.

Additionally, ongoing trade tensions between the U.S. and China and recent investment restrictions, such as the U.S. Outbound Investment Security Program, could impact our business and operating results. Any increase in tensions between China and Taiwan, including threats of military actions or escalation of military activities, could adversely affect our or our contract manufacturers' ability to source key supply chain components included in our products. As a result of Russia's actions in 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 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 had 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 impact 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 laws and regulations applicable to us. 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.

***The dynamic markets in which we operate and our sales and distribution structure make it challenging to forecast revenues, and any disruption could harm our business, operating results, financial condition, and cash flows.***

We participate in dynamic markets and employ diverse business and sales models, which complicate revenue forecasting. We sell to a wide range of customers across various industries and geographies, both directly and through multiple channels, each with different sales cycles. Most 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, including public cloud providers. This structure makes it particularly difficult to predict future revenue, especially within any specific fiscal quarter or year.

Our relationships with our indirect channel partners and strategic business partners are crucial to our success. The loss of one or more of our key indirect channel partners in a particular region, or the failure of our channel or strategic partners, including public cloud providers, to promote our products could negatively impact our operating results. Qualifying and developing new indirect channel partners typically requires significant time and resource investment before achieving acceptable productivity levels.

If we fail to maintain strong relationships with our indirect channel partners and strategic partners, including public cloud providers, if our partners seek to renegotiate or terminate existing contracts or agreements, or if their financial condition, business, or

customer relationships weaken, if they fail to comply with legal or regulatory requirements, or if we cease to do business with them for these or other reasons, our business, operating results, financial condition and cash flows could be adversely affected.

***Our business, operating results, financial condition, and cash flows could be adversely affected 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 future growth relies on the successful development and introduction of new hardware and software products and services. The complexity of storage and data management software, subsystems and appliances, as well as the challenges in estimating the engineering effort required to produce new products and services, pose significant technical and quality control risks for these new products and services. If we encounter technological challenges, customer reluctance, or other obstacles that prevent us from developing, introducing and gaining market acceptance for new products and services, or if we fail to provide the expected level of product and support quality, our business, operating results, financial condition and cash flows could be materially and adversely affected. Introducing new products and features exposes us to additional financial and operational risks. These include the ability to forecast customer preferences and demand, managing production capacity to meet the demand for new products and services and avoid excessive inventories of older products and components, manage the transition from older products and solutions, and handle the impact of customer demand for new offerings versus those being replaced.

As customers transition from older products to newer ones, delays or decisions to postpone the transition could lead to non-renewal of new offerings, impacting our ability to manage and forecast customer churn and expansion rates. Additionally, uncertainties related to the price-performance of new products compared to competitors, competitors' responses to our new products, extended evaluation periods by customers, and our partners' investment in selling our new products add to the inherent risks. If we do not manage these risks effectively, our business, operating results, financial condition, and cash flows could face significant adverse impacts. Furthermore, entering new or emerging markets will likely increase demands on our service and support operations and expose us to additional competition. We may struggle to provide competitive products, services and support for these market opportunities.

***Our gross margins may fluctuate.***

Our gross margins are influenced by a variety of factors, including macroeconomic volatility, competitive pricing, component and product design costs, inflation, foreign exchange currency fluctuations, and the volume and relative mix of revenues from product sales, software support, hardware support, and other services offerings. Factors such as increased component and labor costs, pricing and discounting pressures, changes in component costs and product prices, or shifts in revenue mix and volume from different offerings could negatively impact our revenues, gross margins or earnings.

Additionally, our gross margins are affected by the cost of any substandard materials and our sales and distribution activities, including pricing actions, rebates, sales initiatives, discount levels, and the timing of service contract renewals. Third-party component costs make up a significant portion of our product costs. We may have difficulty managing these costs if supplies of certain components, including NAND, become limited or component prices rise. Such limitations could increase our product costs.

We have experienced, and may continue to experience, negative impacts on our gross margins due to rising component costs, logistics costs, tariffs and other trade barriers, 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 lead to legal or regulatory action, damage our reputation, or otherwise materially harm our business.***

As a technology company at the forefront of AI innovation, our business faces potential risks associated with the rapidly evolving regulatory landscape for AI. Governments and regulatory bodies worldwide are increasingly enacting new laws and guidelines to address the ethical, privacy, and security implications of AI technologies. Non-compliance, even if inadvertent or without our knowledge, with these emerging regulations could result in legal and financial penalties, reputational damage, and operational disruptions. Additionally, the diverse and sometimes conflicting nature of international AI regulations may pose challenges in maintaining consistent compliance across different jurisdictions. The complexity and novelty of these laws may also require investments in compliance infrastructure, including enhanced data governance frameworks, algorithmic transparency, and bias mitigation strategies.

We are increasingly building and/or leveraging AI technology in certain products, services, and business operations, and our research and development in this area is 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.

We may be unsuccessful in identifying or resolving ethical and legal issues presented by the use of AI before they arise. AI-related issues, deficiencies and/or failures could result in (i) legal or regulatory action, including to enforce new legislation regulating AI in various jurisdictions where we operate, and the application of existing data protection, privacy, intellectual property, and other laws; (ii) damage to our reputation; (iii) time-consuming and costly litigation, including related to intellectual property; (iv) inability to protect our intellectual property; (v) disclosure of our confidential information or (vi) other material harm to our business. If regulation significantly delays or impedes the adoption of AI, we may not be able to meet our development goals or our sales forecasts.

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

Our markets are highly competitive, fragmented, and characterized by rapidly changing technology. We face competition from many companies, including established public companies, newer public companies with a strong focus on flash storage, and new market entrants targeting opportunities in GenAI and application data management for Kubernetes. Some competitors offer a broad range of IT products and services (full-stack vendors), while others offer a more limited set.

Technology trends, such as GenAI, hosted or public cloud storage, software as a service (SaaS), IT as a service, and flash storage are driving significant changes in storage architectures and solution requirements. Cloud service providers offer storage on demand without requiring capital expenditure, which meets rapidly evolving business needs and has altered the competitive landscape. Competitors may develop new technologies, products, or services ahead of us or establish new business models, more flexible purchase models, or disruptive technologies. By extending our offerings in flash, cloud storage, converged infrastructure, and block storage, and GenAI, we are entering new segments and facing competition from both traditional competitors and emerging competitors. The long-term potential and competitiveness of emerging vendors remains uncertain.

New competitors or alliances among existing competitors could emerge and quickly gain significant market share or buying power. Changes in customer requirements or increased industry consolidation could result in stronger competitors better able to compete. Additionally, current and potential competitors may 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 Annual Report on Form 10-K.

***Transition to consumption-based business models may adversely affect our revenues and profitability in other areas of our business, potentially harming our business, operating results, financial condition and cash flows.***

We offer customers a variety of consumption models, including cloud-based storage services and storage as a service (STaaS) delivered on-premises. As these business models continue to evolve, we may face challenges in competing effectively, generating significant revenues, or maintaining the profitability of our consumption-based offerings. Additionally, the growing prevalence of cloud and SaaS delivery models offered by us and our competitors may reduce overall demand for our traditional on-premises offerings sold through a capital expenditure (capex) model, which could negatively impact our revenues and cash flow, at least in the short term. Failure to successfully execute our consumption model strategy or anticipate customer needs could lead to a decline in our revenues and our profitability could decline.

As customer demand for our consumption model offerings increases, we will encounter differences in the timing of revenue recognition compared to our traditional purchase arrangements. Revenue from traditional purchases is generally recognized in full at the time of delivery, whereas revenue from consumption model offerings is generally recognized ratably over the term of the arrangement. We incur certain expenses related to the infrastructure and marketing of our consumption model offerings before we can recognize the associated revenues.

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

Our success depends on our ability to hire and retain qualified personnel to advance our corporate strategy and maintain key aspects of our corporate culture. As our future success relies on enhancing and introducing new products and features, we particularly need to attract and retain qualified engineers and technical talent, especially in emerging technology areas like AI and machine learning. To increase revenues, we must also increase the productivity of our sales force, which may require an increase in support infrastructure and personnel, to achieve adequate customer coverage.

Competition for qualified employees, particularly in the technology industry, is intense. We have periodically reduced our workforce, including restructuring plans announced in fiscal 2023, fiscal 2024, and fiscal 2025, respectively. These actions may make it more challenging to attract and retain qualified employees. Failure to hire and retain skilled management and personnel, particularly engineers, salespeople, and key executive management, could disrupt our development efforts, sales results, business relationships, and our ability to execute our business plan and strategy, adversely affecting our operating results, financial conditions and cash flows.

Many of our employees participate in our hybrid work program and work remotely on a full- or part-time basis. Changes to our office environments, including the adoption of new work models and our requirements and/or expectations about when or how often certain employees work on-site or remotely may not meet the expectations of our employees, and may create challenges in attracting and retaining qualified personnel, adversely affecting our business operations and financial performance.

Additionally, many of our employees are foreign nationals relying on visas and entry permits to work legally in the U.S. and other countries, and may be dependent on licenses to work with controlled technology. Restrictions or difficulties in obtaining H-1B, L-1 and other business visas, as well as licenses to work with controlled technologies, along with compliance with new immigration and labor laws and unintended impacts from changes in immigration policy or in the enforcement of existing immigration laws and policies, could lead to unexpected labor costs and hinder our ability to retain and attract skilled professionals, negatively impacting our business, results of operations or financial conditions.

Equity grants are a crucial part of our compensation programs, supporting talent attraction and engagement and aligning employee interests with stockholders. A competitive broad-based equity compensation program is essential to compete for talent in both the hardware and software industries, where competitors offer significant equity compensation. Reducing, modifying, or eliminating our equity programs, or failing to grant equity competitively, may hinder our ability to attract and retain critical employees.

Furthermore, the structure of our sales, cash, and equity incentive compensation plans may increase the risk of losing employees at certain times, such as after the payment of periodic bonuses or the vesting of equity awards.

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

As part of our strategy, we may seek to acquire other businesses and technologies to complement our current products and services, expand our market reach, or enhance our technical capabilities. 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. We may also divest businesses, product lines, or divisions that no longer align with our current offerings. For example, we sold our FinOps business to Flexera in fiscal 2025. Realizing the benefits we would expect to receive from a divestiture would depend on our ability to manage the separation of operations, services, products, and personnel, in addition to other risks.

Any inaccuracy in our assumptions or failures to identify and 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 – could reduce or eliminate the expected acquisition or divestiture benefits. If we fail to make acquisitions or divestitures on favorable terms, integrate or divest the subject business or assets as planned, or retain or separate key employees, our costs could increase, our operations could be disrupted, and we could face additional liabilities, investigations and litigation. This could harm our strategy, business, and operating results. Additionally, the failure to achieve expected benefits from acquisitions or divestitures may result in impairment charges for goodwill and intangible assets.

#### **Risks Related to Our Operations**

***We often incur expenses before receiving related benefits, and it may be difficult to reduce expenses quickly if demand declines.***

We base our expense levels partly on future revenue expectations, and a significant portion of our expenses are fixed. Reducing these fixed costs quickly can be challenging, and if our revenue falls below expectations, our operating results could be adversely impacted. During periods of uneven growth or decline, we may incur costs before realizing the anticipated 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. The costs associated with these investments are likely to be recognized earlier than some of the related anticipated benefits, such as revenue growth. Additionally, 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 to improve our cost structure, business processes, and systems may not achieve the expected benefits and could negatively impact our reputation, business, operating results, financial condition and cash flows.***

We continuously strive to make our cost structure and business processes more efficient, including by relocating 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 require significant investment of financial and human resources and substantial changes to our current operations. For example, in fiscal 2025, we continued our implementation of certain new business information systems, including a new enterprise resource planning (ERP) system to enhance and standardize our processes, improve oversight, and better serve our customers. However, any disruption during this transition could impact our ability to send and track invoices, process

vendor payments, pay employees, fulfill contractual obligations, report financial results, maintain effective internal controls, or operate our business effectively.

We may also encounter difficulties in implementing new business information systems or maintaining and upgrading existing systems and software. These difficulties could lead to significant expenses or losses due to unexpected additional costs, disruption in business operations, loss of sales or profits, or delays in processing and reporting key financial information. As a result, our business, results of operations, financial condition and prospects could be materially adversely affected.

Additionally, as we move operations to lower-cost jurisdictions and outsource certain business processes, we become subject to new regulatory regimes and lose control of certain aspects of our operations, increasing our dependence upon third-party systems and processes. If we fail to move operations, outsource processes, or implement new information in compliance with local laws and maintain adequate standards, controls and procedures, the quality of our products and services may suffer, and we may face increased litigation risk. These issues could adversely affect our business, operating results, and financial condition.

If we do not achieve the expected benefits of these and other transformational initiatives, our business, operating results, financial condition, and cash flows could be harmed.

***We are exposed to credit risks, fluctuations in the market value of our investment portfolio, and potential adverse effects on our cash and cash equivalents if the financial institutions holding them fail.***

We maintain an investment portfolio of various holdings, types, and maturities. The credit ratings and pricing of our investments can be negatively affected by factors such as volatile macroeconomic conditions, liquidity issues, credit deterioration, financial results, economic risk, political risk, sovereign risk, or other factors. Consequently, the value and liquidity of our investments and their returns may fluctuate significantly. Unfavorable macroeconomic conditions, rising interest rates, international trade protection measures and disputes (including economic and trade barriers, tariffs, sanctions and export controls), or other circumstances could lead to an economic slowdown or global recession, potentially causing failures of counterparties, including financial institutions, governments, and insurers. This could materially decrease the value of our investment portfolio and substantially reduce our investment returns.

We regularly maintain cash balances at large third-party financial institutions that exceed 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 faces adverse financial or credit markets conditions, we may not be able to recover all of our deposits, which adversely impacts our operating liquidity and financial performance.

Additionally, if our customers or partners experience liquidity issues due to financial institution defaults or non-performance where they hold cash assets, their ability to pay us may be impaired. This could materially affect our results of operations, including the collection of accounts receivable and cash flows.

***Our initiatives and disclosures related to sustainability and corporate responsibility matters expose us to risks that could adversely affect our reputation and performance.***

We have publicly announced, and may continue to establish and announce, initiatives regarding sustainability and corporate responsibility matters, as well as other related matters in our Impact Report, on our website and elsewhere. These statements, which are included in our Impact Report, on our website, in our SEC filings, and elsewhere, reflect our current plans and aspirations but are not guarantees of achievement. Implementing these initiatives and goals can be challenging and costly, and our current plans and aspirations may not all succeed or be achieved in the way and on the timelines we expect or at all. While these initiatives and goals are not a critical part of our business operations and may not significantly impact our financial performance directly, they are an important part of our business ethos and corporate culture that we believe is valued and appreciated by our investors and key stakeholders.

There is growing attention from governments, investors, customers, employees, and other stakeholders on sustainability and corporate responsibility matters, and laws and regulations regarding disclosure, reporting and diligence requirements continue to evolve. We may face scrutiny from stakeholders regarding the scope or nature of our sustainability and corporate responsibility initiatives or any changes to these initiatives. In addition, state attorneys general and other governmental authorities may take action against certain sustainability and corporate responsibility policies or practices, and we may become subject to restrictions on sustainability and corporate responsibility initiatives. Incomplete or inaccurate sustainability and corporate responsibility-related data, failure to achieve sustainability and corporate responsibility goals, or government enforcement actions or litigation relating to sustainability and corporate responsibility initiatives could negatively impact our ability to attract or retain employees, our attractiveness as an investment or business partner, and ultimately our business, financial performance, and growth.

#### **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 significant portion of our net revenues rely on sales to a limited number of customers and distributors. We typically do not enter into binding long-term purchase commitments with our customers, resellers, and distributors, meaning there is no guarantee that we will continue to receive large, recurring orders from them. For instance, 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. The loss, cancellation, or delay of purchases has previously impacted our revenues and could again in the future.

Any deterioration in the financial stability of our customers, resellers, and distributors, or their ability to obtain credit to finance purchases of our products, could significantly adversely affect 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, or stops purchasing our products altogether, our operating results, financial condition, and cash flows could be materially adversely impacted. Additionally, major customers may seek pricing, payment, intellectual property-related, or other commercial terms that are less favorable to us, which could negatively impact 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 relies on developing and maintaining strategic partnerships with major third-party software and hardware vendors to integrate our products into their products and co-market them. Many of our strategic partners are industry leaders that provide us with expanded access to market segments where we do not directly participate. Strategic partnerships with public cloud providers and other cloud service vendors are particularly 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. Some of our partners also collaborate with our competitors, which can increase the availability of competing solutions and hinder our ability to grow these relationships. Additionally, some partners, especially large and diversified technology companies, including major cloud providers, are also our competitors, complicating our relationships.

If we are unable to establish new or maintain current partnerships, if our strategic partners prioritize their relationships with other vendors in the storage industry, if our strategic partners seek to renegotiate or terminate our agreements, or if our strategic partners increasingly compete with us, we could experience lower-than-expected revenues, delays in product development, and other adverse effects on our business, operating results, financial condition and cash flows.

***Our success depends upon our ability to effectively plan and manage our resources and periodically restructure our business, which may adversely affect our business, operating results, financial condition, and cash flows.***

To successfully offer our products and services in a rapidly evolving market, we need effective planning, forecasting, and management processes that allow us to scale and adjust our business in response to changing market opportunities and conditions.

In fiscal 2024 and fiscal 2025, we reorganized our sales resources, including changes and additions to our sales leadership team, to gain operational efficiencies and better align our resources with customer and market opportunities. However, such reorganization and ongoing adjustments to our go-to-market model could disrupt our sales cycles in the short- or long-term, may not yield the desired efficiencies and benefits, and could harm our operating results, financial condition, and cash flows.

We have undertaken, and may in the future undertake, initiatives that include reorganizing our workforce, restructuring, discontinuing certain products, acquisitions and dispositions of businesses, reducing facilities, or a combination of these actions, which could 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 impair our ability to develop, sell and deliver products and services as planned, or hinder our ability to achieve our business and financial objectives. Charges associated with these activities could harm our operating results.

Our ability to achieve the anticipated cost savings and other benefits from these initiatives depends on 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 operations could be adversely affected.

***Reduced U.S. government demand could materially harm our business, operating results, financial condition and cash flows.***

The U.S. government is an important customer for us, but its demand is uncertain due to political and budgetary fluctuations and constraints. Uncertainty related to the U.S. government budget and debt levels, changes to governmental agency structure, compliance with new initiatives and executive orders, and reductions in force have increased demand uncertainty for our products. Changes in administration may also lead to programs and initiatives moving in or out of favor, which may lead to varied perception of our company in the U.S. government market and may negatively impact our sales to the U.S. government. Additionally, the U.S. government, like other customers, may evaluate competing products and delay purchases during technology transitions in the storage

industry. If the U.S. government or its agencies reduce or shift their IT spending patterns, our revenues and operating results may be adversely affected.

Selling our products to the U.S. government, whether directly or through channel partners, subjects us to specific regulatory and contractual requirements, which may change or increase at short notice. Some of these requirements may extend past the specific nature and products of the arrangement and impact our broader corporate policies, initiatives and employee resources. Failure to comply with these requirements by either us or our channel partners could lead to investigations, fines, and other penalties (including the loss of such government contracts), harming our operating results and financial condition. For example, the U.S. Department of Justice (DOJ) has previously pursued claims and settlements with IT vendors, including us and our competitors and channel partners, under the False Claims Act and other statutes related to violations of regulatory and contractual requirements, which may include such areas as pricing and discount practices, cybersecurity, or procurement integrity. These actions, in addition to potential fines and other penalties as well as potential government audits and investigations, could also result in suspension or disbarment from future government contracts. Additionally, government certification requirements may change and, in doing so, restrict our ability to sell into the government sector until we have attained revised certifications (or are able to make the required certifications to the government). We could also be harmed by claims of non-compliance with these requirements by us or our channel partners. Any of these outcomes could materially adversely affect our business, operating results, financial condition and cash flows. In response to evolving and increasing security threats, the U.S. government has imposed additional requirements on IT vendors, including us. These requirements range from software development security (e.g., the Executive Order on Improving the Nation's Cybersecurity (EO 14028), issued in May 2021, to require attestation to minimum requirements for our software development framework), to supply chain security (e.g., Section 5949 of the FY23 National Defense Authorization Act (NDAA) prohibits us from including in our products or using in our corporate environment certain semiconductor products and services), to cybersecurity (e.g., the U.S. Department of Defense's Cybersecurity Maturity Model Certification (CMMC) program). Failure to meet these requirements as they apply to us and our products 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 significant amount of our revenues in any given quarter from orders booked in the same quarter. These orders typically follow intra-quarter seasonality patterns, with a significant portion occurring toward the end of the quarter. If we fail to achieve the forecasted level, timing, and mix of orders in line 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 adversely affected.

***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. During periods of economic uncertainty, when access to liquidity may be limited, we may experience increased losses as more customers become unable to pay their obligations to us, either in full or in part. Additionally, some customers have entered into recourse and non-recourse financing leasing arrangements using third-party leasing companies. Under recourse leases, which typically last three years or less, we remain liable for the unpaid remaining lease payments to the third-party leasing companies if the end-user customer defaults.

Our exposure to credit risks from our customers increases during economic uncertainty or volatility. This risk may further increase if our customers, 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 and handle associated logistics. Our lack of direct control over these elements, combined with the diverse international geographic locations of our manufacturing partners and suppliers, creates significant risks for us, including:

- 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;
- 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, acts of terrorism, cyber attacks and hacktivism disrupting our supply chain;
- Impacts on our supply chain from adverse public health developments;
- Business, regulatory compliance, legal compliance, litigation, trade controls and financial concerns affecting our suppliers or their ability to manufacture and ship components in the quantities, quality and manner as required; and
- Disruptions due to floods, earthquakes, storms, fires and other natural disasters, especially those caused by climate change, and particularly in countries with limited infrastructure and disaster recovery resources.

These risks have subjected us, and could in the future subject us, to supply constraints, price increases, and minimum purchase requirements, which could harm our business, operating results, financial condition, and cash flows. 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. During these times, our ability to manage relationships among ourselves, 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 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 depend on a limited number of suppliers for drives and other components used in assembling our products, including some single-source suppliers. This reliance has subjected us, and could in the future subject us, to price rigidity, periodic supply constraints, and challenges in producing our products with the required quality and quantities. Consolidation among suppliers, particularly within the semiconductor and storage media industries, has led to price volatility and supply constraints. When industry supply is constrained or the supply chain is disrupted, our suppliers may allocate volumes away from us and to our competitors, who depend on many of the same suppliers as we do. As a result, our business, operating results, financial condition and cash flows may be adversely affected.

***If a material cybersecurity or other security breach impacts our services, systems, supply chain, or end-user customer systems, or if stored data is improperly accessed, our business could suffer significant harm.***

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, partners (including third-party vendors such as data centers and providers of SaaS, cloud computing, and internet infrastructure and bandwidth), and their respective customers. This data includes intellectual property, records, and personal information. It is critical to our business strategy that our infrastructure, products, and services remain secure and are perceived as secure by customers, clients, and partners.

There are numerous and evolving cybersecurity and privacy risks, including criminal hacking (eCrime), state-sponsored intrusions, industrial espionage, hacktivism, insider threats, inadvertent disclosure, ransomware attacks, social-engineering, exploitation of unpatched or unmanaged vulnerabilities, cyber-attacks to the Company's service providers, suppliers or vendors, technological vulnerabilities, or destruction or other misuse of data that could harm the Company, operations or our competitive position. In some cases, these types of attacks have been successful. Increasing use of AI in techniques employed by threat actors will continue to increase the risk of successful attacks, while also providing opportunities for improved attack detection and prevention capabilities. Our information systems and data have been specifically targeted by various threat actors, including nation-state affiliated threat actors, and we expect that our information systems and data will continue to be targeted in the future. Cybersecurity incidents or other security breaches have in the past and could in the future result in: (1) unauthorized access to, or loss or unauthorized use, alteration, or disclosure of, personal, sensitive and/or proprietary data; (2) litigation, indemnity obligations, government investigations and proceedings, regulatory fines and penalties, and other possible liabilities; (3) revenue loss; (4) negative publicity and damage to our reputation; and (5) disruptions to our internal and external operations.

These outcomes could damage our reputation, harm our business, and lead to significant liabilities. Additionally, a cybersecurity incident or loss of personal information has in the past and could in the future result in remediation costs, disruption of internal operations, increased cybersecurity protection costs, significant fines, and/or lost revenues.

Our clients and their customers use our platforms to transmit and store sensitive data. We do not generally have the ability to review the information or content they upload and store, nor do we control the substance of this information or content. If our employees, clients, partners, or their respective customers use our platforms for the transmission or storage of sensitive information, or our 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 U.S. 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 and breaches of technology service providers. We anticipate that cyberattacks will continue to increase in the 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. Future cyber-attacks or incidents could persist undetected in our environments for a period of time. 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. While we conduct diligence on these third parties, our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. In addition, supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties' infrastructure in our supply chain or our third-party partners' supply chains have not been or will not be compromised. Many jurisdictions require 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. The risk of reputational harm may be magnified by the rapid dissemination of information online. 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.

***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.***

Our clients, including data centers, SaaS providers, cloud computing services and internet infrastructure and bandwidth providers, rely on our products for their data storage needs. These clients may authorize third-party technology providers to access their data on our systems. 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 to meet our customers' and partners' expectations regarding security and confidentiality, due to disruptions in services provided by third-party vendors or the loss or alteration of data stored by such vendors, could cause financial or reputational harm to our business. This harm could occur if the disruption or data loss is caused by, or perceived to be caused by, defects in our products. The risk of reputational harm may be magnified by the rapid dissemination of information over the internet, including through news articles, blogs, social media, and other online communication forums and services. This could affect our ability to retain clients and attract new business.

Additionally, our operations and select cloud services rely on third-party cloud providers. Interruptions due to technical failures such as hardware or software issues or connectivity problems, security incidents, compliance changes, operational challenges and natural disasters could reduce revenue due to the cloud services' metered billing and could pose reputational risks. Moreover, dependence on key cloud infrastructure providers carries systemic risks, as we could face amplified reputational damage if observability features fail during client outages.

***Failure to comply with new and existing laws and regulations related to privacy, data protection, AI and information security could cause harm to our reputation, result in liability (including regulatory penalties and litigation), and adversely impact our business.***

Our business is increasingly subject to 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 EU's General Data Protection Regulation became effective in 2018, the Court of Justice of the 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. NetApp relies on compliance methods such as Standard Contractual Clauses (SCCs) to transfer personal data of individuals located in the European Economic Area (EEA) to other countries. In June 2021, the EC imposed new SCC requirements which impose certain contractual 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. Other global governments have adopted new privacy and data protection laws implementing similarly comprehensive regulatory frameworks.

The interpretation and application of many privacy, data protection, and information security laws and regulations, along with industry standards, are uncertain. These laws, regulations, or standards may be interpreted and applied in ways that are inconsistent with our data management practices or product features. Additionally, government certification requirements for products like ours may change and, in doing so, restrict our ability to sell into the government sector until we have attained revised certifications. Any failure, or perceived failure, by us or our business partners to comply with relevant laws, regulations, contractual commitments, required certifications, self-regulatory standards, or our policies could subject us to claims, investigations, sanctions, enforcement actions, disgorgement of profits, fines, damages, civil and criminal liability, penalties, or injunctions.

As a technology provider, our customers expect us to demonstrate compliance with privacy, data protection, and information security laws and regulations. Our inability, or perceived inability, to do so may adversely impact sales of our products and services, especially to customers in highly regulated industries. We have invested resources in complying with new laws and regulations and may need to make additional significant changes to our business operations, which could adversely affect our revenue and overall business. Non-compliance could harm our reputation and brand, incur significant costs, materially affect our financial and operating results, and require modifications to our products or business practices.

Our business could face stricter obligations, greater fines, and private causes of action under new privacy, data protection, and information security laws and regulations, including the GDPR, which provides for penalties of up to 20 million Euros or four percent of our total worldwide annual turnover of the preceding financial year (whichever is higher), the California Consumer Privacy Act, the California Privacy Rights Act, and other similar U.S. state-based regulations, as well as new and emerging privacy laws globally.

As NetApp provides technology services to EU financial institutions, the Digital Operational Resilience Act (DORA) imposes financial and legal risks. These include compliance costs for enhancing cybersecurity, performing resilience testing, requiring comprehensive documentation, increased audits, and detailed reporting. Stricter contractual obligations will be imposed by financial institution clients, necessitating more robust incident reporting and data protection measures. Non-compliance could result in legal liabilities, suspension of services and reputational damage. Additionally, NetApp must ensure that its subcontractors and suppliers also comply with DORA requirements, further increasing the complexity and potential liability.

***If our products or services are defective, or are perceived to be defective, including as a result of improper use or maintenance, our operating results 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 we could experience reliability issues with services we provide, including security vulnerabilities, software bugs, hardware failure in networked storage appliances, incompatibility issues with customer systems or other applications, performance deficiencies causing slow data retrieval or processing, firmware or software updates causing system instability, compliance with various product certifications, and data breaches due to flaws in the product design. 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 increasingly complex and stringent. 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 to address the risk of human trafficking in supply chains, which govern how workers are recruited and managed.

We incur costs to comply with these requirements. Given the complexity of our supply chain, 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 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.

***Any violation of U.S. export control laws and other laws affecting the countries in which our products and services may be sold, distributed, or delivered 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, entities, and persons, including most recently to Russia, Belarus and regions of Ukraine. These regulations have caused us to temporarily stop selling or servicing our products temporarily in restricted areas.

Violators of 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 diverted by third parties (including potentially our channel partners) to countries or end users under sanctions / embargo orders, despite our precautions.

If we were ever found to have violated U.S. export control laws or any trade-related laws or regulations, even if inadvertent or without our knowledge, 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 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 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. 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. 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, and cloud storage, operational and workload services 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, 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. 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 compromise and supply-chain attacks by threat actors. Further, open-source software or third-party 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, certifications and controls 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.

#### **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 and economic volatility unrelated to our performance.

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.

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 25, 2025, we had \$3.3 billion aggregate principal amount of outstanding indebtedness for our senior notes that mature at specific dates in calendar years 2025, 2027, 2030, 2032 and 2035. 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, 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, tornadoes, earthquakes, and volcanoes; power or water 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 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 Organization for Economic Co-operation and Development's Base Erosion and Profit Shifting 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 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, 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. We are currently subject to Pillar Two rules starting in our fiscal year 2025 and could potentially be subject to additional taxes under the Inclusive Framework. Amount B under Pillar One of the Inclusive Framework is related to standardized returns for baseline marketing and distribution activities. Amount B is applicable to NetApp beginning in fiscal 2026 and we could be subject to higher controlled profit requirements for some of our global distribution entities which could increase our global tax burden.

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. 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.

***We may not be able to maintain appropriate internal financial reporting controls and procedures.***

We cannot be assured that significant deficiencies or material weaknesses in our internal control over financial reporting will not exist in the future. Any failure to maintain or implement required new or improved controls, or any difficulties we encounter in their implementation, including in connection with our new ERP system, could result in significant deficiencies or material weaknesses, cause us to fail to timely meet our periodic reporting obligations, or result in material misstatements in our financial statements. Any such failure could also adversely affect the results of periodic management evaluations and annual auditor attestation reports regarding disclosure controls and the effectiveness of our internal control over financial reporting required under the Sarbanes-Oxley Act and the rules promulgated thereunder. The existence of a material weakness could result in errors in our financial statements that could result in a restatement of financial statements, cause us to fail to timely meet our reporting obligations, or cause investors to lose confidence in our reported financial information, which could cause a decline in the market price of our stock and we could be subject to sanctions or investigations by the SEC or other regulatory authorities including equivalent foreign authorities. Further, irrespective of the controls that we adopt, we cannot be assured that we will not experience fraudulent financial reporting in the future, including earnings mismanagement, recording fictitious revenues, improper asset valuation, understating liabilities or expenses, inadequate disclosure, reserve manipulation, misuse of judgments in financial reporting, concealing fraud or illegal activities, information tampering, and insider trading based on non-public information about the Company's financials.

**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,
- 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 its incident and risk management processes. In the event the Company identifies a cybersecurity incident, its senior management, consisting of the Chief Financial Officer, Chief Information Security Officer (CISO), Chief Administrative Officer, and Executive Vice President of Business Technology and Operations 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 its 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 engage s 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, systems, supply chain, or end-user customer systems, or if stored data is improperly accessed, our business could suffer significant harm."

**Governance**

NetApp's 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 CISO 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 CISO 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 CISO is responsible for leading the assessment and management of cybersecurity risks. The current CISO has over 30 years of experience in IT and information security, including over 16 years with NetApp in roles of increasing seniority, and is a

Certified Information Security Auditor, Certified Information Security Manager with ISACA and a Certified Information Systems Security Professional with ISC2 . The CISO stays 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 25, 2025.

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, finance 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 0.7 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 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.



## 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 2025		Fiscal 2024	
	High	Low	High	Low
First Quarter	\$ 135.01	\$ 100.24	\$ 80.53	\$ 61.54
Second Quarter	\$ 134.37	\$ 112.87	\$ 80.02	\$ 71.25
Third Quarter	\$ 135.45	\$ 112.86	\$ 91.76	\$ 70.82
Fourth Quarter	\$ 127.78	\$ 71.84	\$ 112.48	\$ 83.80

#### Holders

As of May 29, 2025 there were 403 holders of record of our common stock.

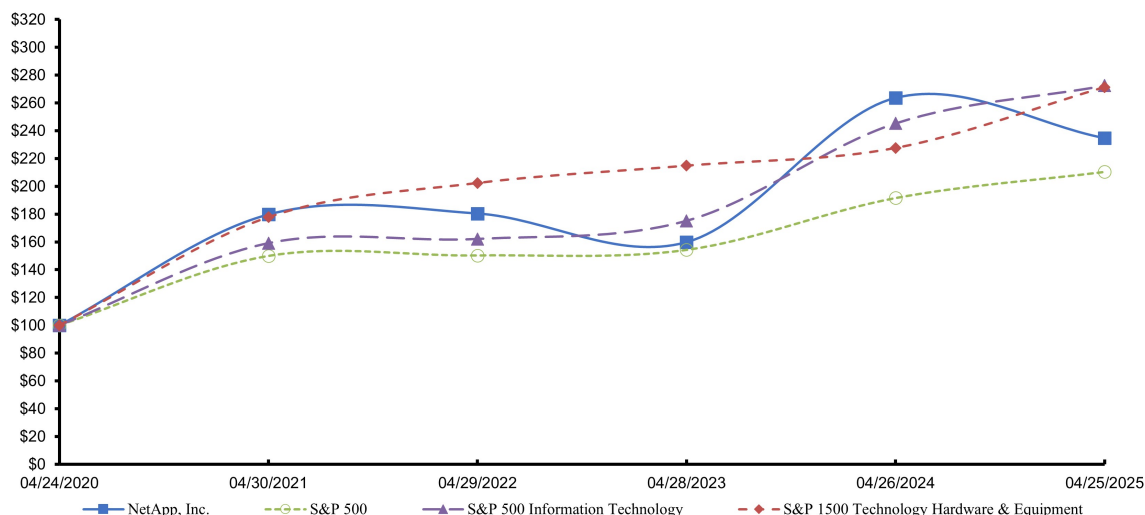
#### Dividends

The Company paid cash dividends of \$0.52 per outstanding common share in each quarter of fiscal 2025 for an aggregate of \$424 million and \$0.50 per outstanding common share in each quarter of fiscal 2024 and fiscal 2023 for an aggregate of \$416 million and \$432 million, respectively. In the first quarter of fiscal 2026, the Company declared a cash dividend of \$0.52 per share of common stock, payable on July 23, 2025 to shareholders of record as of the close of business on July 3, 2025.

## 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 25, 2025. 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 24, 2020 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.

	April 2020	April 2021	April 2022	April 2023	April 2024	April 2025
NetApp, Inc.	\$ 100.00	\$ 179.71	\$ 180.39	\$ 159.78	\$ 263.63	\$ 234.64
S&P 500 Index	\$ 100.00	\$ 149.89	\$ 150.21	\$ 154.21	\$ 191.56	\$ 210.35
S&P 500 Information Technology Index	\$ 100.00	\$ 159.07	\$ 162.08	\$ 175.17	\$ 245.24	\$ 272.40
S&P 1500 Technology Hardware & Equipment Index	\$ 100.00	\$ 177.82	\$ 202.33	\$ 214.81	\$ 227.56	\$ 271.36

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 25, 2025:

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 25, 2025 - February 21, 2025	248	\$ 121.03	379,256	\$ 572
February 22, 2025 - March 21, 2025	246	\$ 101.53	379,502	\$ 547
March 22, 2025 - April 25, 2025	2,314	\$ 84.28	381,816	\$ 352
Total	<u>2,808</u>	\$ 89.03		

In May 2003, our Board of Directors approved a stock repurchase program. As of April 25, 2025, our Board of Directors had authorized the repurchase of up to \$17.1 billion of our common stock, and on May 22, 2025, authorized an additional \$1.1 billion. Since inception of the program through April 25, 2025, we repurchased a total of 382 million shares of our common stock for an aggregate purchase price of \$16.8 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 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 helps customers make their data infrastructure more seamless, more dynamic, and higher performing. We were incorporated in 1992, are headquartered in San Jose, California, and provide a full range of enterprise-class software, systems and services that customers use to transform their data infrastructures across data types, workloads, and environments to realize business possibilities.

We leverage over thirty years of innovation to make data infrastructure intelligent. Our unified data storage solutions deliver flexible, simplified, and silo-free infrastructure. Our active data management capabilities focus on security, compliance, and sustainability, while our adaptive operations enhance performance, efficiency, and productivity. Our extensive portfolio integrates hybrid and multi-cloud environments, addressing key customer priorities such as modernizing legacy systems, enhancing resilience against ransomware, and developing scalable, high-performance data pipelines for artificial intelligence (AI) workloads.

NetApp empowers customers to harness their data for accelerated innovation, improved operations, and competitive advantage. Our unified data storage solutions provide the flexibility to consistently and easily store any data type and support any workload. As the only enterprise-grade storage service natively embedded in the world's largest clouds, we power data across Amazon AWS, Microsoft Azure, and Google Cloud. Our integrated data services enable active data management, security, protection, governance, and sustainability. Additionally, our operational services support adaptive operations across infrastructure, applications, and teams. Together with our Hybrid Cloud products, these services enable customers to construct a seamless, intelligent data infrastructure across hybrid multi-cloud environments.

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 helps customers modernize their data centers. Our Hybrid Cloud portfolio accommodates both structured and unstructured data with unified storage optimized for flash, disk, and cloud storage, capable of handling data-intensive workloads and applications. Hybrid Cloud includes software, hardware, and related support, along with professional and other services.

*Public Cloud* offers a portfolio of products delivered primarily as-a-service, including related support. This portfolio includes cloud storage, data services, and operational services. These services are generally available on the leading public clouds, including Amazon AWS, Microsoft Azure, and Google Cloud.

#### 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):

	April 25, 2025	Year Ended	
		April 26, 2024	April 28, 2023
Net revenues	\$ 6,572	\$ 6,268	\$ 6,362
Gross profit	\$ 4,613	\$ 4,433	\$ 4,209
Gross margin	70%	71%	66%
Income from operations	\$ 1,337	\$ 1,214	\$ 1,018
Income from operations as a percentage of net revenues	20%	19%	16%
Provision (benefit) for income taxes	\$ 197	\$ 277	\$ (208)
Net income	\$ 1,186	\$ 986	\$ 1,274
Diluted net income per share	\$ 5.67	\$ 4.63	\$ 5.79
Net cash provided by operating activities	\$ 1,506	\$ 1,685	\$ 1,107

	April 25, 2025	April 26, 2024
Deferred revenue and financed unearned services revenue	\$ 4,536	\$ 4,234

- *Net revenues*: Our net revenues increased approximately 5% in fiscal 2025 compared to fiscal 2024, due to increases in both product revenues and services revenues.
- *Gross margin*: Our gross margin decreased less than one percentage point in fiscal 2025 compared to fiscal 2024, due to the decrease in gross margins on product revenues.
- *Income from operations as a percentage of net revenues*: Our income from operations as a percentage of net revenues increased by one percentage point in fiscal 2025 compared to fiscal 2024, primarily due to higher net revenues.
- *Provision (benefit) for income taxes*: Our provision for income taxes decreased in fiscal 2025 compared to fiscal 2024 primarily as a result of differences in discrete tax impacts in each year.
- *Net income and Diluted net income per share*: The increase in both net income and diluted net income per share in fiscal 2025 compared to fiscal 2024 reflect the factors discussed above.

#### ***Stock Repurchase Program and Dividend Activity***

During fiscal 2025, we repurchased 10.2 million shares of our common stock at an average price of \$112.55 per share, for an aggregate purchase price of \$1.2 billion. We also declared aggregate cash dividends of \$2.08 per share in fiscal 2025, for which we paid a total of \$424 million.

#### ***Restructuring Events***

During fiscal 2025, we executed several restructuring plans and recognized expenses totaling \$83 million consisting primarily of employee severance-related costs.

#### ***Senior Notes Issuance***

In March 2025, we issued \$625 million aggregate principal amount of 5.50% Senior Notes due 2032 and \$625 million aggregate principal amount of 5.70% Senior Notes due 2035, for which we received total proceeds of \$1.24 billion, net of discount and issuance costs.

## 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 2025, 2024 and 2023, which ended on April 25, 2025, April 26, 2024 and April 28, 2023, respectively, are all 52-week years, with 13 weeks in each 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:

	2025	Fiscal Year 2024	2023
<b>Revenues:</b>			
Product	46%	45%	48%
Services	54	55	52
Net revenues	100	100	100
<b>Cost of revenues:</b>			
Cost of product	20	18	24
Cost of services	10	11	10
<b>Gross profit</b>	70	71	66
<b>Operating expenses:</b>			
Sales and marketing	28	29	29
Research and development	15	16	15
General and administrative	5	5	4
Restructuring charges	1	1	2
Acquisition-related expense	—	—	—
Total operating expenses	50	51	50
<b>Income from operations</b>	20	19	16
Other income, net	1	1	1
<b>Income before income taxes</b>	21	20	17
Provision (benefit) for income taxes	3	4	(3)
<b>Net income</b>	18%	16%	20%

Percentages may not add due to rounding

## Discussion and Analysis of Results of Operations

### Net Revenues (in millions, except percentages):

	2025	2024	Fiscal Year % Change	2023	% Change
Net revenues	\$ 6,572	\$ 6,268	5%	\$ 6,362	(1)%

The increase in net revenues for fiscal 2025 compared to fiscal 2024 was due to an increase in both product revenues and services revenues. Product revenues as a percentage of net revenues increased by approximately one percentage point in fiscal 2025 compared to fiscal 2024, while services revenues as a percentage of net revenues decreased by approximately one percentage point.

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.

Sales through our indirect channels represented 78%, 76% and 78% of net revenues in fiscal 2025, 2024 and 2023, respectively.

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

	Fiscal Year			
	2025	2024	2023	
Arrow Electronics, Inc.	21%	22%	24%	
TD Synnex Corporation (previously presented as Tech Data Corporation)	24%	22%	21%	

**Product Revenues (in millions, except percentages):**

	2025	2024	Fiscal Year % Change	2023	% Change
Product revenues	\$ 3,040	\$ 2,849	7%	\$ 3,049	(7)%

*Hybrid Cloud*

In prior years, we presented the hardware and software components of our GAAP product revenues to illustrate the significance and value of the Company's software. 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, hardware and software components of our product revenues are considered non-GAAP measures. Effective in fiscal 2025, we are no longer presenting the non-GAAP hardware and software components of our product revenues, as management no longer considers them to be key financial measures. Our current strategy is expected to deliver investor value through growth in total revenues, including product revenues, while maintaining operational discipline to drive earnings leverage. While software continues to be the primary value driver of our products, NetApp is primarily focused on driving growth in total product revenues, through the sale of configured storage systems comprised of both hardware and software, with less focus on the pricing of each component. Additionally, we are considering potential opportunities to simplify pricing for certain products in the future, which may eliminate the existence of separate prices for hardware and software components and/or impact our ability to allocate between them.

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 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.

Total product revenues increased in fiscal 2025 compared to fiscal 2024, primarily due to higher sales of C-Series all-flash array systems, partially offset by a decrease in sales of hybrid systems.

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.

**Services Revenues (in millions, except percentages):**

	2025	2024	Fiscal Year % Change	2023	% Change
Services revenues	\$ 3,532	\$ 3,419	3%	\$ 3,313	3%
Support	2,512	2,488	1%	2,419	3%
Professional and other services	355	320	11%	319	—%
Public cloud	665	611	9%	575	6%

*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 marginally in fiscal 2025 compared to fiscal 2024 and increased in fiscal 2024 compared to fiscal 2023 as a result of a higher aggregate support contract value for our installed base.

Professional and other services revenues increased in fiscal 2025 compared to fiscal 2024 primarily due to an increase in revenues from our Keystone storage-as-a-service offering and remained relatively flat in fiscal 2024 compared to fiscal 2023.

*Public Cloud*



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

Public Cloud revenues increased in fiscal 2025 and fiscal 2024 compared to the respective prior years primarily due to customer demand for NetApp's diversified cloud offerings, coupled with overall growth in the cloud market.

#### Revenues by Geographic Area:

	Fiscal Year		
	2025	2024	2023
United States, Canada and Latin America (Americas)	51%	51%	51%
Europe, Middle East and Africa (EMEA)	34%	34%	34%
Asia Pacific (APAC)	15%	15%	15%

Percentages may not add due to rounding

Americas revenues consist of sales to Americas commercial and United States (U.S.) public sector markets. Demand across geographies was relatively consistent for each fiscal year presented.

#### 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):

	2025	2024	Fiscal Year % Change	2023	% Change
<b>Cost of product revenues</b>	<b>\$ 1,284</b>	<b>\$ 1,137</b>	<b>13%</b>	<b>\$ 1,517</b>	<b>(25)%</b>
Hybrid Cloud	1,278	1,131	13%	1,511	(25)%
Unallocated	6	6	—%	6	—%

#### Hybrid Cloud

Cost of Hybrid Cloud product revenues represented 42%, 40% and 50% of Hybrid Cloud product revenues in fiscal 2025, 2024 and 2023, respectively. Materials costs represented 89%, 88% and 94% of cost of Hybrid Cloud product revenues in fiscal 2025, 2024 and 2023, respectively.

Materials costs increased by \$140 million in fiscal 2025 compared to fiscal 2024 primarily reflecting the increase in product revenues.

Hybrid Cloud product gross margins decreased by approximately two percentage points in fiscal 2025 compared to fiscal 2024 primarily due to higher component costs.

Materials costs decreased by \$418 million in fiscal 2024 compared to fiscal 2023 reflecting lower component and 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 product gross margins increased by approximately ten percentage points in fiscal 2024 compared to fiscal 2023 primarily due to lower component and freight costs.

#### Unallocated

Unallocated cost of product revenues were consistent for each fiscal year presented.

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

	2025	2024	Fiscal Year % Change	2023	% Change
<b>Cost of services revenues</b>	<b>\$ 675</b>	<b>\$ 698</b>	<b>(3)%</b>	<b>\$ 636</b>	<b>10%</b>
Support	197	195	1%	181	8%
Professional and other services	261	243	7%	211	15%
Public cloud	165	203	(19)%	184	10%
Unallocated	52	57	(9)%	60	(5)%

*Hybrid Cloud*

Cost of Hybrid Cloud services revenues, which are composed of the costs of support and professional and other services, increased in fiscal 2025 and fiscal 2024 compared to the respective prior years reflecting the increase in Hybrid Cloud services revenues. Cost of Hybrid Cloud services revenues represented 16%, 16% and 14% of Hybrid Cloud services revenues in fiscal 2025, 2024 and 2023, respectively.

Hybrid Cloud support gross margins were similar in fiscal 2025, fiscal 2024 and fiscal 2023. Hybrid Cloud professional and other services gross margins increased by approximately two percentage points in fiscal 2025 compared to fiscal 2024 while they decreased by approximately ten percentage points in fiscal 2024 compared to fiscal 2023 primarily due to the mix of services provided.

*Public Cloud*

Cost of Public Cloud revenues decreased in fiscal 2025 compared to fiscal 2024, while Public Cloud gross margins increased by eight percentage points in fiscal 2025 compared to fiscal 2024. The decrease in cost of Public Cloud revenues and improved gross margins was due to cost optimization that included a decrease in fixed assets depreciation and the mix of offerings provided.

Cost of Public Cloud revenues increased in fiscal 2024 compared to fiscal 2023, reflecting the increase in Public Cloud revenues. Public Cloud gross margins decreased by one percentage point in fiscal 2024 compared to fiscal 2023 primarily due to the mix of offerings provided.

*Unallocated*

Unallocated cost of services revenues decreased in fiscal 2025 compared to fiscal 2024 due to the derecognition of certain intangible assets as a result of the sale of our cloud optimization and management software business known as Spot by NetApp during the fourth quarter of fiscal 2025. 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.

**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 2025 totaled \$3,188 million, or 49% of net revenues, representing a decrease of one percentage point compared to fiscal 2024.

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.

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.

Total compensation costs included in sales and marketing, research and development and general and administrative expenses in fiscal 2025 were relatively flat compared to fiscal 2024.

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%.

*Sales and Marketing (in millions, except percentages):*

	2025	2024	Fiscal Year % Change	2023	% Change
Sales and marketing expenses	\$ 1,865	\$ 1,828	2%	\$ 1,829	—%

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 increase in sales and marketing expenses in fiscal 2025 compared to fiscal 2024 was primarily due to an increase in sales commission expenses.

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

*Research and Development (in millions, except percentages):*

	2025	2024	Fiscal Year % Change	2023	% Change
Research and development expenses	\$ 1,012	\$ 1,029	(2)%	\$ 956	8%

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.

The decrease in research and development expenses in fiscal 2025 compared to fiscal 2024 was primarily due to lower compensation costs.

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

*General and Administrative (in millions, except percentages):*

	2025	2024	Fiscal Year % Change	2023	% Change
General and administrative expenses	\$ 311	\$ 308	1%	\$ 265	16%

General and administrative expenses consist primarily of compensation costs, professional and corporate legal fees, outside services and facilities and IT support costs.

General and administrative expenses remained relatively flat in fiscal 2025 compared to fiscal 2024.

The increase in general and administrative expenses in fiscal 2024 compared to fiscal 2023 was attributable to increases in all components of compensation costs, but predominately incentive compensation expense. Professional and legal fees and outside services expense was also slightly higher in fiscal 2024 due to higher spending on certain business transformation projects.

*Restructuring Charges (in millions, except percentages):*

	2025	2024	Fiscal Year % Change	2023	% Change
Restructuring charges	\$ 83	\$ 44	89%	\$ 120	(63)%

In an effort to reduce our cost structure and redirect resources to our highest return activities, in fiscal 2025, 2024 and 2023, we initiated a number of business realignment plans designed to streamline our business and focus on key strategic opportunities. These plans resulted in aggregate charges of \$83 million, \$44 million, and \$120 million, respectively, consisting primarily of employee severance-related costs. Additionally, the aggregate charges for fiscal 2025 and fiscal 2024 included optimization of our global office space for our hybrid work model. 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):*

	2025	2024	Fiscal Year % Change	2023	% Change
Acquisition-related expense	\$ 5	\$ 10	(50)%	\$ 21	(52)%

We incurred \$5 million, \$10 million and \$21 million of acquisition-related expenses, primarily consisting of legal and consulting fees, in fiscal 2025, fiscal 2024 and fiscal 2023, respectively, associated with our acquisitions and subsequent integrations.

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

The components of other income, net were as follows:

	2025	2024	Fiscal Year % Change	2023	% Change
Interest income	\$ 112	\$ 112	—%	\$ 69	62%
Interest expense	(64)	(64)	—%	(67)	(4)%
Other, net	(2)	1	NM	46	NM
Total	<u>\$ 46</u>	<u>\$ 49</u>	(6)%	<u>\$ 48</u>	2%

NM - Not Meaningful

Interest income and interest expense in fiscal 2025 were relatively flat compared to fiscal 2024. Each component of other income, net was relatively flat in fiscal 2025 compared to fiscal 2024.

Interest income increased in fiscal 2024 compared to fiscal 2023 primarily due to higher yields earned on our cash and investments.

Interest expense decreased in fiscal 2024 compared to fiscal 2023 due to the extinguishment of certain senior notes in the second quarter of fiscal 2023.

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 \$59 million. The remaining difference in Other, net for fiscal 2024 compared to fiscal 2023 is primarily due to differences in foreign exchange gains and losses.

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

Our provision (benefit) for income taxes and effective tax rates were as follows:

	2025	2024	Fiscal Year % Change	2023	% Change
Provision (benefit) for income taxes	\$ 197	\$ 277	(29)%	\$ (208)	(233)%
Effective tax rate	14.2%	21.9%	NM	(19.5)%	NM

NM - Not Meaningful

The differences in the effective tax rates between fiscal years were primarily due to fiscal 2025 benefits related to the Internal Revenue Service ("IRS") examination of our fiscal 2018 and fiscal 2019 U.S. income tax returns and 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 fourth quarter of fiscal 2025, the IRS substantially completed the examination of our fiscal 2018 and fiscal 2019 U.S. income tax returns, and we recognized a tax benefit of \$36 million attributable to the release of related tax reserves.

During 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 actions adopted internationally could impact our financial results in future periods. The impact of the transaction to net cash provided by or used in operating, investing and financing activities on the consolidated statements of cash flows during fiscal 2023 was not material.

During fiscal 2023, the Danish Supreme Court issued a non-appealable ruling on the distributions declared in 2005 and 2006. The Danish Supreme Court ruled the 2005 dividend was subject to at-source dividend withholding tax while the smaller 2006 distribution would not be subject to withholding tax. During fiscal 2023, we recorded \$69 million of tax expense, which includes \$23 million of withholding tax and \$46 million of interest.

### **Liquidity, Capital Resources and Cash Requirements**

(In millions)	April 25, 2025	April 26, 2024
Cash, cash equivalents and short-term investments	\$ 3,846	\$ 3,252
Principal amount of debt	\$ 3,250	\$ 2,400

The following is a summary of our cash flow activities:

(In millions)	Fiscal Year	
	2025	2024
Net cash provided by operating activities	\$ 1,506	\$ 1,685
Net cash provided by (used in) investing activities	147	(735)
Net cash used in financing activities	(828)	(1,344)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	15	(19)
Net change in cash, cash equivalents and restricted cash	<u>\$ 840</u>	<u>\$ (413)</u>

As of April 25, 2025, our cash, cash equivalents and short-term investments totaled \$3.8 billion, reflecting an increase of \$594 million from April 26, 2024. The increase was primarily due to \$1.24 billion of net proceeds from the issuance of Senior Notes and \$1.5 billion of cash generated from operating activities, partially offset by \$1.2 billion used to repurchase shares of our common stock, a \$400 million principal repayment of our 3.30% Senior Notes due September 2024, \$424 million used for the payment of dividends, and \$168 million in purchases of property and equipment. Net working capital was \$1.2 billion as of April 25, 2025, an increase of \$398 million when compared to April 26, 2024, primarily due to the increases in cash, cash equivalents and short-term investments discussed above.

#### **Cash Flows from Operating Activities**

During fiscal 2025, cash provided by operating activities reflected net income of \$1.2 billion which was increased for non-cash depreciation and amortization expense of \$243 million and non-cash stock-based compensation expense of \$386 million.

Significant changes in assets and liabilities during fiscal 2025 included the following:

- *Accounts receivable* increased by \$219 million, primarily reflecting higher billing in the fourth quarter of fiscal 2025 compared to the fourth quarter of fiscal 2024.
- *Deferred revenue and financed unearned services revenue* increased by \$208 million, primarily due to an increase in deferred revenue for software and hardware support contracts.
- *Long-term taxes payable* decreased by \$207 million, primarily due to settlements associated with certain IRS tax examinations and changes in prior period tax positions.

During fiscal 2024, cash provided by operating activities reflected 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.

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 2025, we generated \$245 million primarily from maturities and sales of investments, net of purchases, and paid \$168 million for capital expenditures. Additionally, we received proceeds of \$70 million from the sale of our Spot by NetApp business.

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

#### *Cash Flows from Financing Activities*

During fiscal 2025, we used \$1.2 billion for the repurchase of 10.2 million shares of common stock, \$424 million for the payment of dividends and \$400 million principal repayment upon maturity, partially offset by \$1.24 billion of net proceeds from the issuance of Senior Notes.

During fiscal 2024, we used \$900 million for the repurchase of 11.5 million shares of common stock, and \$416 million for the payment of dividends.

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 and thereafter for the foreseeable future. We may choose to periodically raise additional debt capital based on certain conditions, including the refinancing of upcoming maturities and/or for potential strategic acquisitions and investments. Our ability to obtain this or any additional financing that we may pursue or need, will depend on, among other things, our business plans, operating performance and the condition of the capital markets at the time we seek financing. We may not be able to obtain such financing on terms acceptable to us or at all. In the event our liquidity is insufficient and we are unable to enter into new financing arrangements, we may be required to curtail spending and implement additional cost saving measures and restructuring actions. We cannot be certain that we will continue to generate cash flows at or above current levels. For further discussion of factors that could affect our cash flows and liquidity requirements, see Item 1A. Risk Factors.

#### **Liquidity**

Our principal sources of liquidity as of April 25, 2025 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 25, 2025	April 26, 2024
Cash and cash equivalents	\$ 2,742	\$ 1,903
Short-term investments	1,104	1,349
Total	<u>\$ 3,846</u>	<u>\$ 3,252</u>

As of April 25, 2025 and April 26, 2024, \$2.5 billion and \$2.1 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 \$1.3 billion and \$1.2 billion, respectively, were available in the U.S.

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 25, 2025.

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 25, 2025 (in millions):

	<b>Amount</b>
1.875% Senior Notes Due June 2025	\$ 750
2.375% Senior Notes Due June 2027	550
2.70% Senior Notes Due June 2030	700
5.50% Senior Notes Due June 2032	625
5.70% Senior Notes Due June 2035	625
Total	<u>\$ 3,250</u>

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 included in Part II, Item 8.

In March 2025, we issued \$625 million aggregate principal amount of 5.50% Senior Notes due 2032 and \$625 million aggregate principal amount of 5.70% Senior Notes due 2035, for which we received total proceeds of \$1.24 billion, net of discount and issuance costs. Interest on these Senior Notes is payable semi-annually in March and September.

On September 30, 2024, upon maturity, we repaid our 3.30% Senior Notes due September 2024 for an aggregate amount of \$407 million, comprised of the principal and unpaid interest.

#### *Commercial Paper Program and Credit Facility*

We have a commercial paper program (the "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 25, 2025.

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 March 2025, 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 March 5, 2030, 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 25, 2025, 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 related to the financing of our facilities and equipment requirements. We anticipate capital expenditures for fiscal 2026 to be between \$175 million and \$225 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 25, 2025, a final transition tax payment of \$178 million remains outstanding and is expected to be paid during fiscal 2026. During fiscal 2025, transition tax payments totaled \$115 million.

#### ***Dividends and Stock Repurchase Program***

On May 22, 2025, we declared a cash dividend of \$0.52 per share of common stock, payable on July 23, 2025 to holders of record as of the close of business on July 3, 2025.

As of April 25, 2025, our Board of Directors had authorized the repurchase of up to \$17.1 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 25, 2025, we repurchased a total of 382 million shares of our common stock at an average price of \$43.93 per share, for an aggregate purchase price of \$16.8 billion. As of April 25, 2025, the remaining authorized amount for stock repurchases under this program was \$0.4 billion. On May 22, 2025 our Board of Directors authorized the repurchase of an additional \$1.1 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 \$1.0 billion at April 25, 2025, of which \$0.6 billion is due in fiscal 2026, 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 \$65 million and \$67 million of receivables during fiscal 2025 and 2024, 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.

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 25, 2025 and April 26, 2024, 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 25, 2025, 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 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 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 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**

- ☐ 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 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.

#### **Key Uncertainties**

- ☐ 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.
- ☐ 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.

- 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**

- 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.
- 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.

### ***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.

#### **Key Uncertainties**

- 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 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.

- 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.

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 2025, we performed a 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 is less than their carrying values. As a result of the qualitative assessment, we determined the quantitative test was not necessary and there was no impairment of goodwill.

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

- 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.

- 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.

#### Key Uncertainties

- 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.

- 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:

### Key Estimates and Assumptions

- Our income tax provision is based on existing tax law and advanced pricing agreements or letter rulings we have with various tax authorities.
- 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.
- 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.

### Key Uncertainties

- 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.
- 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.
- 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.

### 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 25, 2025, we had fixed income debt investments of \$2.0 billion and certificates of deposit of \$24 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 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 25, 2025 would have resulted in a decrease in the fair value of our fixed-income securities of \$3 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. We monitor and evaluate our investment portfolio on a quarterly basis for any impairments.

**Debt** — As of April 25, 2025 we have outstanding \$3.3 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 25, 2025, 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.

Item 8. Financial Statements and Supplementary Data

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**NETAPP, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(In millions, except par value)

	April 25, 2025	April 26, 2024
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 2,742	\$ 1,903
Short-term investments	1,104	1,349
Accounts receivable	1,246	1,007
Inventories	186	186
Other current assets	573	452
Total current assets	5,851	4,897
Property and equipment, net	563	604
Goodwill	2,723	2,759
Purchased intangible assets, net	43	124
Other non-current assets	1,643	1,503
<b>Total assets</b>	<b>\$ 10,823</b>	<b>\$ 9,887</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 511	\$ 517
Accrued expenses	1,122	1,013
Current portion of long-term debt	750	400
Short-term deferred revenue and financed unearned services revenue	2,279	2,176
Total current liabilities	4,662	4,106
Long-term debt	2,485	1,992



Other long-term liabilities	379	585
Long-term deferred revenue and financed unearned services revenue	2,257	2,058
<b>Total liabilities</b>	<b>9,783</b>	<b>8,741</b>
Commitments and contingencies (Note 17)		
Stockholders' equity:		
Preferred stock, \$		
0.001		
par value,		
5		
shares authorized;		
no		
shares issued		
or outstanding as of April 25, 2025 or April 26, 2024	—	—
Common stock and additional paid-in capital, \$		
0.001		
par value,		
885		
shares		
authorized;		
201		
and		
206		
shares issued and outstanding as of April 25, 2025	1,106	997
and April 26, 2024, respectively		
Retained earnings	—	208
	(	(
Accumulated other comprehensive loss	66	59
	)	)
<b>Total stockholders' equity</b>	<b>1,040</b>	<b>1,146</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 10,823</b>	<b>\$ 9,887</b>

See accompanying notes to consolidated financial statements.



**NETAPP, INC.**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(In millions, except per share amounts)

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
<b>Revenues:</b>			
Product	\$ 3,040	\$ 2,849	\$ 3,049
Services	3,532	3,419	3,313
Net revenues	6,572	6,268	6,362
<b>Cost of revenues:</b>			
Cost of product	1,284	1,137	1,517
Cost of services	675	698	636
Total cost of revenues	1,959	1,835	2,153
Gross profit	4,613	4,433	4,209
<b>Operating expenses:</b>			
Sales and marketing	1,865	1,828	1,829
Research and development	1,012	1,029	956
General and administrative	311	308	265
Restructuring charges	83	44	120
Acquisition-related expense	5	10	21
Total operating expenses	3,276	3,219	3,191
<b>Income from operations</b>	<b>1,337</b>	<b>1,214</b>	<b>1,018</b>
Other income, net	46	49	48
<b>Income before income taxes</b>	<b>1,383</b>	<b>1,263</b>	<b>1,066</b>
Provision (benefit) for income taxes	197	277	208
<b>Net income</b>	<b>\$ 1,186</b>	<b>\$ 986</b>	<b>\$ 1,274</b>
<b>Net income per share:</b>			

	5.81	4.74	5.87
Basic	\$	\$	\$
	5.67	4.63	5.79
Diluted	\$	\$	\$
Shares used in net income per share calculations:			
	204	208	217
Basic			
	209	213	220
Diluted			

See accompanying notes to consolidated financial statements.

**NETAPP, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In millions)

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
	1,186	986	1,274
<b>Net income</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Other comprehensive loss</b>			
	(	(	(
	3	5	4
Foreign currency translation adjustments	)	)	)
Defined benefit obligations:			
	(	(	(
	2	4	2
Defined benefit obligation adjustments	)	)	)
Unrealized gains on available-for-sale securities:			
	1	—	—
Unrealized holding gains arising during the period			
Unrealized gains (losses) on cash flow hedges:	(		(
	2	2	6
Unrealized holding gains (losses) arising during the period	)		)
	(	(	
Reclassification adjustments for (gains) losses included in net income	1	1	5
	)	)	
	(	(	(
	7	8	7
<b>Other comprehensive loss</b>	<b>)</b>	<b>)</b>	<b>)</b>
	1,179	978	1,267
<b>Comprehensive income</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

See accompanying notes to consolidated financial statements.

**NETAPP, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In millions)

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
<b>Cash flows from operating activities:</b>			
Net income	\$ 1,186	\$ 986	\$ 1,274
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	243	255	248
Non-cash operating lease cost	41	45	52
Stock-based compensation	386	357	312
Deferred income taxes	(100)	53	606
Other items, net	—	13	67
Changes in assets and liabilities, net of acquisitions of businesses:			
Accounts receivable	219	33	260
Inventories	1	18	37
Other operating assets	87	62	63
Accounts payable	8	123	207
Accrued expenses	62	113	103
Deferred revenue and financed unearned services revenue	208	14	46
Long-term taxes payable	207	106	76
Other operating liabilities	2	1	—
Net cash provided by operating activities	1,506	1,685	1,107
<b>Cash flows from investing activities:</b>			
Purchases of investments	1,782	2,635	1,269
Maturities, sales and collections of investments	2,027	2,055	550

	(	(	(
Purchases of property and equipment	168	155	239
	)	)	)
			(
Acquisition of businesses, net of cash acquired	—	—	491
			)
Other investing activities, net	70	—	59
		(	(
Net cash provided by (used in) investing activities	147	735	1,390
		)	)
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of common stock under employee stock award plans	108	100	108
	(	(	(
Payments for taxes related to net share settlement of stock awards	199	127	84
	)	)	)
	(	(	(
Repurchase of common stock	1,150	900	850
	)	)	)
Issuances of debt, net of issuance costs	1,240	—	—
	(		(
Repayments and extinguishment of debt	400	—	250
	)		)
	(	(	(
Dividends paid	424	416	432
	)	)	)
	(	(	(
Other financing activities, net	3	1	5
	)	)	)
	(	(	(
Net cash used in financing activities	828	1,344	1,513
	)	)	)
		(	(
Effect of exchange rate changes on cash, cash equivalents and restricted cash	15	19	1
		)	)
		(	(
Net change in cash, cash equivalents and restricted cash	840	413	1,797
		)	)
<b>Cash, cash equivalents and restricted cash:</b>			
Beginning of period	1,909	2,322	4,119
End of period	<u>\$ 2,749</u>	<u>\$ 1,909</u>	<u>\$ 2,322</u>

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 Shares	Capital Amount	Retained Earnings	Accumulated Other Comprehensive Loss	Total
				(	
<b>Balances, April 29, 2022</b>	220	760	122	44	838
Net income		\$	\$	\$	\$
			1,274		1,274
Other comprehensive loss	—	—		(	(
				7	7
Issuance of common stock under employee stock award plans, net of taxes	—	—	—	)	)
	5	24			24
Repurchase of common stock	(	(	(		(
	13	45	805		850
Stock-based compensation	)	)	)	—	)
		312			312
Cash dividends declared (\$	—	(	(		(
2.00		106	326		432
per common share)	—	)	)	—	)
				(	
<b>Balances, April 28, 2023</b>	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		171	245		416
per common share)	—	)	)	—	)
				(	
<b>Balances, April 26, 2024</b>	206	997	208	59	1,146
Net income				)	
			1,186		1,186
	—	—		—	



Other comprehensive loss				(	(
				7	7
	—	—	—	)	)
Issuance of common stock under employee stock award plans, net of taxes		(			(
	5	91			91
		)	—		)
Repurchase of common stock	(	(	(		(
	10	50	1,100		1,150
	)	)	)	—	)
Excise tax on net stock repurchases		(			(
		6			6
	—	)	—	—	)
Stock-based compensation		386			386
	—		—	—	
Cash dividends declared (\$		(	(		(
2.08		130	294		424
per common share)	—	)	)	—	)
				(	
	201	1,106	—	66	1,040
<b>Balances, April 25, 2025</b>	<u>          </u>	<u>\$          </u>	<u>\$          </u>	<u>\$          </u>	<u>\$          </u>

See accompanying notes to consolidated financial statements.

## NETAPP, INC.

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

#### 1. Description of Business and Significant Accounting Policies

*Description of Business* — NetApp, Inc. (we, us, NetApp, or the Company) helps customers make their data infrastructure more seamless, more dynamic, and higher performing. We provide a full range of enterprise-class software, systems and services that customers use to transform their data infrastructures across data types, workloads, and 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 2025, 2024 and 2023, which ended on April 25, 2025, April 26, 2024 and April 28, 2023, respectively, are all 52-week years, with 13 weeks in each 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 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 25, 2025.

*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 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.

*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, we assess what amount of the difference, if any, is caused by expected credit losses. The amount of the difference 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.

**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 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 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 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. We did not recognize any impairment charges on our goodwill in any of 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.

*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 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 is probable based on the customer's intent and ability to pay

- *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.

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 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

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.

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 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**

### ***Recent Accounting Pronouncements Not Yet Adopted***

In November 2024, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which requires additional disclosure of the nature of expenses included in the income statement. The standard requires disclosures about specific types of expenses included in the expense captions presented in the income statement as well as disclosures about selling expenses. This ASU is effective for fiscal years beginning after December 15, 2026, and interim periods beginning after December 15, 2027, with early adoption permitted. The requirements should be applied on a prospective basis while retrospective application is permitted. We are currently evaluating the effect of this pronouncement on our disclosures.

In December 2023, the FASB issued 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. We are currently evaluating the effect of this pronouncement on our income tax disclosures.

### ***Recently Adopted Accounting Pronouncement***

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which requires disclosure of incremental segment information on an annual and interim basis. We adopted this standard for our annual period beginning fiscal year 2025 on a retrospective basis to all periods presented. The adoption of this standard did not result in a significant change to our consolidated financial statement disclosures. See Note 15 – Segment, Geographic, and Significant Customer Information of the Notes to Consolidated Financial Statements for our reportable segment 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.

#### 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 \$

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 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 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.

## 5. Goodwill and Purchased Intangible Assets, Net

Goodwill activity is summarized as follows (in millions):

	Amount
Balance as of April 28, 2023	\$ 2,759
Additions	—
Balance as of April 26, 2024	2,759
Additions	—
Derecognition	(36)
Balance as of April 25, 2025	\$ 2,723

During fiscal 2025, we derecognized a portion of the Public Cloud goodwill in connection with the sale of our cloud optimization and management software business known as Spot by NetApp, which formed part of our Public Cloud reportable segment. See "Gains/losses on the sale or derecognition of assets" section contained in Note 6 – Supplemental Financial Information for additional information related to this derecognition.

Goodwill by reportable segment as of April 25, 2025 is as follows (in millions):

	Amount
Hybrid Cloud	\$ 1,714
Public Cloud	1,009
Total goodwill	\$ 2,723

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

	Gross Assets	April 25, 2025 Accumulated Amortization	Net Assets	Gross Assets	April 26, 2024 Accumulated Amortization	Net Assets
Developed technology	\$ 55	\$ 33	\$ 22	\$ 179	\$ 108	\$ 71
Customer contracts/relationships	50	29	21	114	62	52
Other purchased intangibles	2	2	—	6	5	1
Total purchased intangible assets	\$ 107	\$ 64	\$ 43	\$ 299	\$ 175	\$ 124

During fiscal 2025, we retired \$

25

million of fully amortized intangible assets. We also derecognized certain intangible assets, net in connection with the sale of our Spot by NetApp business. See "Gains/losses on the sale or derecognition of assets" section contained in Note 6 – Supplemental Financial Information for additional information related to this derecognition.

Amortization expense for purchased intangible assets is summarized below (in millions):

	Year Ended			Statements of Income Classifications
	April 25, 2025	April 26, 2024	April 28, 2023	
Developed technology	\$ 28	\$ 34	\$ 42	Cost of revenues
Customer contracts/relationships	19	22	24	Operating expenses
Other purchased intangibles	—	1	2	Operating expenses
Total	<u>\$ 47</u>	<u>\$ 57</u>	<u>\$ 68</u>	

As of April 25, 2025, future amortization expense related to purchased intangible assets is as follows (in millions):

Fiscal Year	Amount
2026	\$ 21
2027	21
2028	1
2029	—
Total	<u>\$ 43</u>

## 6. Supplemental Financial Information

### Cash and cash equivalents (in millions):

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 25, 2025	April 26, 2024
Cash and cash equivalents	\$ 2,742	\$ 1,903
Restricted cash	7	6
Cash, cash equivalents and restricted cash	<u>\$ 2,749</u>	<u>\$ 1,909</u>

### Inventories (in millions):

	April 25, 2025	April 26, 2024
Purchased components	\$ 81	\$ 116
Finished goods	105	70
Inventories	<u>\$ 186</u>	<u>\$ 186</u>

### Property and equipment, net (in millions):

	April 25, 2025	April 26, 2024
Land	\$ 46	\$ 46
Buildings and improvements	374	367
Leasehold improvements	103	81
Computer, production, engineering and other equipment	1,172	1,101
Computer software	329	340
Furniture and fixtures	62	77
Construction-in-progress	49	70
	2,135	2,082
Accumulated depreciation and amortization	( 1,572 )	( 1,478 )

		563	604
Property and equipment, net	\$		\$

During fiscal 2025, we derecognized certain property and equipment, net in connection with the sale of our Spot by NetApp business. See "Gains/losses on the sale or derecognition of assets" section below for additional information related to this derecognition.

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Depreciation and amortization expense	\$ 196	\$ 198	\$ 181

**Other non-current assets (in millions):**

	April 25, 2025	April 26, 2024
Deferred tax assets	\$ 994	\$ 896
Operating lease ROU assets	241	247
Other assets	408	360

Other non-current assets	\$ 1,643	\$ 1,503
--------------------------	----------	----------

Other non-current assets as of April 25, 2025 and April 26, 2024 include \$

92  
million and \$

85  
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.

**Accrued expenses (in millions):**

	April 25, 2025	April 26, 2024
Accrued compensation and benefits	\$ 513	\$ 538
Product warranty liabilities	18	18
Operating lease liabilities	40	40
Other current liabilities	551	417
Accrued expenses	<u>\$ 1,122</u>	<u>\$ 1,013</u>

**Other long-term liabilities (in millions):**

	April 25, 2025	April 26, 2024
Liability for uncertain tax positions	\$ 45	\$ 153
Income taxes payable	—	100
Product warranty liabilities	9	9
Operating lease liabilities	216	220
Other liabilities	109	103
Other long-term liabilities	<u>\$ 379</u>	<u>\$ 585</u>

**Deferred revenue and financed unearned services revenue**

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 25, 2025	April 26, 2024
Deferred product revenue	\$ 66	\$ 59
Deferred services revenue	4,428	4,123
Financed unearned services revenue	42	52
Total	<u>\$ 4,536</u>	<u>\$ 4,234</u>

Reported as:

		2,279	2,176
Short-term	\$	\$	
		2,257	2,058
Long-term			
		4,536	4,234
Total	\$	\$	

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.

During the years ended April 25, 2025 and April 26, 2024, we recognized revenue of \$

2,176  
million and \$

2,218  
million, respectively, that was included in the deferred revenue and financed unearned services revenue balance at the beginning of the respective periods.

#### *Remaining performance obligations*

As of April 25, 2025, the aggregate amount of the transaction price allocated to the remaining performance obligations related to customer contracts that are unsatisfied or partially unsatisfied was \$

5.0  
billion. 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

49  
% of our remaining performance obligations in the next 12 months and the remainder thereafter.

#### **Deferred commissions**

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



	April 25, 2025	April 26, 2024
Other current assets	\$ 64	\$ 69
Other non-current assets	104	100
Total deferred commissions	\$ 168	\$ 169

During the years ended April 25, 2025 and April 26, 2024, we recognized amortization expense from deferred commissions of \$

123  
million and \$

101  
million, respectively, and there were

no

impairment charges recognized.

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Interest income	\$ 112	\$ 112	\$ 69
	(	(	(
Interest expense	64	64	67
	)	)	)
	(		
Other, net	2	1	46
	)		
Total other income, net	\$ 46	\$ 49	\$ 48

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 \$

59  
million.

**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 activities and other supplemental cash flow information are presented below:

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
<b>Non-cash Investing Activities:</b>			
Capital expenditures incurred but not paid	\$ 14	\$ 16	\$ 12
<b>Supplemental Cash Flow Information:</b>			
Income taxes paid, net of refunds	\$ 412	\$ 357	\$ 386
Interest paid	\$ 53	\$ 59	\$ 65

Gains/losses on the sale or derecognition of assets

In January 2025, we and Flexera Software LLC entered into a definitive agreement for the sale of our cloud optimization and management software business known as Spot by NetApp, which formed part of our Public Cloud reportable segment. Total sale consideration consists of (i) \$

70 million in up-front cash consideration and (ii) up to \$

49 million in cash consideration contingent upon the achievement of certain financial performance metrics during the period from January 1, 2025 through December 31, 2025. The transaction closed on March 3, 2025, and we received the up-front cash consideration, recognized \$

20 million for contingent consideration in other current assets, derecognized the assets and liabilities conveyed to Flexera, and recorded certain transaction costs. No material gain or loss was recorded to our consolidated statements of income.

The major classes of assets and liabilities derecognized on the transaction close date are (in millions):

	Amount
Assets:	
Property and equipment, net	\$ 13
Goodwill	36
Purchased intangible assets, net	34
Total Assets	83
Liabilities:	
Short-term deferred revenue and financed unearned service revenue	1

## 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:

*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 as of April 25, 2025 and April 26, 2024 (in millions):

	April 25, 2025	April 26, 2024
U.S. Treasury and government debt securities	\$ 2,025	\$ 1,349
Money market funds	1,126	1,161
Certificates of deposit	24	12
Mutual funds	41	38
Total debt and equity securities	\$ 3,216	\$ 2,560

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.

As of April 25, 2025, 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 25, 2025		Fair Value Measurements at Reporting Date Using	
	Total	Level 1	Level 2	
Cash and cash equivalents:				
Cash	\$ 671	\$ 671	\$ —	
Money market funds	1,126	1,126	—	
Certificates of deposit	24	—	24	
U.S. Treasury and government debt securities	921	921	—	
Total cash and cash equivalents	2,742	2,718	24	
Short-term investments:				
U.S. Treasury and government debt securities	1,104	1,104	—	
Total short-term investments	1,104	1,104	—	
Total cash, cash equivalents and short-term investments	\$ 3,846	\$ 3,822	\$ 24	
Other items:				
Mutual funds <sup>(1)</sup>	\$ 7	\$ 7	\$ —	
Mutual funds <sup>(2)</sup>	\$ 34	\$ 34	\$ —	
Foreign currency exchange contracts assets <sup>(1)</sup>	\$ 29	\$ —	\$ 29	
Foreign currency exchange contracts liabilities <sup>(3)</sup>	\$ (2)	\$ —	\$ (2)	
	April 26, 2024		Fair Value Measurements at Reporting Date Using	
	Total	Level 1	Level 2	
Cash and cash equivalents:				
Cash	\$ 730	\$ 730	\$ —	
Money market funds	1,161	1,161	—	
Certificates of deposit	12	—	12	
Total cash and cash equivalents	1,903	1,891	12	
Short-term investments:				

		1,349		1,349	—
U.S. Treasury and government debt securities					
		1,349		1,349	—
Total short-term investments					
		3,252		3,240	12
Total cash, cash equivalents and short-term investments	\$		\$		\$
Other items:					
		6		6	—
Mutual funds <sup>(1)</sup>	\$		\$		\$
		32		32	—
Mutual funds <sup>(2)</sup>	\$		\$		\$
		1		—	1
Foreign currency exchange contracts assets <sup>(1)</sup>	\$		\$		\$
		(			(
		13		—	13
Foreign currency exchange contracts liabilities <sup>(3)</sup>	\$	)	\$		)

<sup>(1)</sup> Reported as other current assets in the consolidated balance sheets

<sup>(2)</sup> Reported as other non-current assets in the consolidated balance sheets

<sup>(3)</sup> 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 25, 2025 and April 26, 2024, we have not made any adjustments to the prices obtained from our third-party pricing providers.

#### **Fair Value of Debt**

As of April 25, 2025 and April 26, 2024, the fair value of our long-term debt, including the current portion, was \$

3,143  
million and \$

2,209  
million, respectively. These fair values of our long-term debt were based on observable market prices in a less active market.

## **8. Financing Arrangements**

### **Long-Term Debt**

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 25, 2025	April 26, 2024
3.30% Senior Notes Due September 2024	3.42 %	— \$	400 \$
1.875% Senior Notes Due June 2025	2.03 %	750	750
2.375% Senior Notes Due June 2027	2.51 %	550	550
2.70% Senior Notes Due June 2030	2.81 %	700	700
5.50% Senior Notes Due June 2032	5.71 %	625	—
5.70% Senior Notes Due June 2035	5.90 %	625	—
Total principal amount		3,250	2,400
		(	(
Unamortized discount and issuance costs		15 )	8 )
Total senior notes		3,235	2,392

	(	(
	750	400
Less: Current portion of long-term debt	)	)
	2,485	1,992
Total long-term debt	<u>\$</u>	<u>\$</u>

#### Senior Notes

In March 2025, we issued \$

625  
million aggregate principal amount of

5.50  
% Senior Notes due 2032 and \$

625  
million aggregate principal amount of

5.70  
% Senior Notes due 2035, for which we received total proceeds of \$

1.24  
billion, net of discount and issuance costs. Interest on these Senior Notes is payable semi-annually in March and September.

On September 30, 2024, upon maturity, we repaid the

3.30  
% Senior Notes due September 2024 for an aggregate amount of \$

407  
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 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 25, 2025, we were in compliance with all covenants associated with the Senior Notes.

As of April 25, 2025, our aggregate future principal debt maturities are as follows (in millions):

Fiscal Year	Amount
2026	\$ 750
2027	—
2028	550
2029	—
Thereafter	1,950
Total	\$ <u>3,250</u>

#### Commercial Paper Program and Credit Facility

We have a commercial paper program (the "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 25, 2025 or 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 March 2025, 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 March 5, 2030, 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 25, 2025, 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 25, 2025, have remaining lease terms not exceeding 17 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 25, 2025, have remaining lease terms not exceeding 4 years. As of April 25, 2025, our automobile leases have remaining lease terms not exceeding 5 years. All our leases are classified as operating leases except for certain immaterial equipment finance leases.

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

	Year Ended April 25, 2025	April 26, 2024
Operating lease cost	\$ 51	\$ 53



		15	15
Variable lease cost			
		66	68
Total lease cost	\$		\$

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	
	April 25, 2025	April 26, 2024
	48	50
Cash paid for amounts included in the measurement of operating lease liabilities	\$	\$
	25	17
Right-of-use assets obtained in exchange for new operating lease obligations	\$	\$

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

	April 25, 2025	April 26, 2024
Other non-current assets	\$ 241	\$ 247
Total operating lease ROU assets	\$ 241	\$ 247
Accrued expenses	\$ 40	\$ 40
Other long-term liabilities	216	220
Total operating lease liabilities	\$ 256	\$ 260
Weighted Average Remaining Lease Term	8.5 years	9.2 years
Weighted Average Discount Rate	3.4 %	3.1 %

Future minimum operating lease payments as of April 25, 2025 are as follows (in millions):

Fiscal Year	Amount
2026	\$ 47
2027	42
2028	36
2029	31
2030	29
Thereafter	111
Total lease payments	296
Less: Interest	(40)
Total	\$ 256

## 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.

During fiscal 2025, the shares reserved for issuance under the Plan were increased by

3

million shares of common stock. As of April 25, 2025,

11

million shares were available for grant under the 2021 Plan.

#### ***Restricted Stock Units***

In fiscal 2025, 2024 and 2023, 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 PBRsUs cliff-vest at the end of a three year performance period, which began on the date specified in the grant agreements and typically ends on the last day of the third fiscal year, following the grant date. The number of shares that will be used to calculate the settlement amount for all of these PBRsUs at the end of the applicable performance and service period will range from

0

% to

200

% of a target number of shares originally granted. For half of the PBRsUs granted in fiscal 2025 and 2024, and for most of the PBRsUs granted in fiscal 2023, the number of shares 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. For the remaining half of the PBRsUs granted in the fiscal 2025 and 2024, the number of shares used to calculate the settlement amount will depend upon the Company's billings result average over the three-year performance period. The billings 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 aggregate grant date fair value of all PBRsUs granted in fiscal 2025, 2024 and 2023 was \$

67  
million, \$

39  
million and \$

28  
million, respectively, and these amounts are being recognized to compensation expense over the remaining performance/service periods.

As of April 25, 2025, April 26, 2024 and April 28, 2023, 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
Outstanding as of April 29, 2022	10	\$ 64.09
Granted	8	\$ 59.87
	(	
Vested	4	\$ 62.85
	)	
	(	
Forfeited	2	\$ 61.99
	)	
Outstanding as of April 28, 2023	12	\$ 62.08
Granted	5	\$ 76.46
	(	
Vested	5	\$ 59.32
	)	
	(	
Forfeited	1	\$ 65.17
	)	
Outstanding as of April 26, 2024	11	\$ 68.87
Granted	4	\$ 123.45
	(	
Vested	5	\$ 72.07
	)	
	(	
Forfeited	2	\$ 78.21
	)	

		8	91.30
Outstanding as of April 25, 2025		\$	

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):

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Shares withheld for taxes	2	2	1
Fair value of shares withheld	\$ 199	\$ 128	\$ 84

### 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 13, 2023, the ESPP was amended to increase the shares reserved for issuance by 3 million shares of common stock. As of April 25, 2025, 2 million shares were available for issuance. The following table summarizes activity related to the purchase rights issued under the ESPP (in millions):

	April 25, 2025	Year Ended April 26, 2024
Shares issued under the ESPP	2	2
Proceeds from issuance of shares	\$ 108	\$ 99

### Stock-Based Compensation Expense

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Cost of product revenues	\$ 6	\$ 6	\$ 5
Cost of hardware support and other services revenues	24	23	19
Sales and marketing	162	143	135
Research and development	135	132	111
General and administrative	59	53	42
Total stock-based compensation expense	\$ 386	\$ 357	\$ 312

As of April 25, 2025, total unrecognized compensation expense related to our equity awards was \$

573

million, which is expected to be recognized on a straight-line basis over a weighted-average remaining service period of 2.0 years.

### Valuation Assumptions

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
RSUs:			
Risk-free interest rate	4.6 %	4.9 %	3.1 %
Expected dividend yield	1.8 %	2.6 %	2.9 %
Weighted-average fair value per share granted	\$ 123.45	\$ 76.46	\$ 59.87
ESPP:			
Expected term in years	1.2	1.2	1.2
Risk-free interest rate	5.2 %	4.9 %	3.9 %
Expected volatility	31 %	30 %	36 %
Expected dividend yield	1.7 %	2.8 %	2.9 %
Weighted-average fair value per right granted	\$ 29.70	\$ 17.37	\$ 21.28

### Stock Repurchase Program

As of April 25, 2025, our Board of Directors has authorized the repurchase of up to \$

17.1

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 the stock repurchase program for our fiscal years of 2025, 2024 and 2023 (in millions, except for per share amounts):

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Number of shares repurchased	10.2	11.5	12.8
Average price per share	\$ 112.55	\$ 77.87	\$ 66.42
Stock repurchases allocated to additional paid-in capital	\$ 50	\$ 102	\$ 45
Stock repurchases allocated to retained earnings	\$ 1,100	\$ 798	\$ 805
Remaining authorization at end of period	\$ 352	\$ 502	\$ 402

Since the May 13, 2003 inception of our stock repurchase program through April 25, 2025, we repurchased a total of

382  
million shares of our common stock at an average price of \$

43.93  
per share, for an aggregate purchase price of \$

16.8  
billion. On May 22, 2025 our Board of Directors authorized the repurchase of an additional \$

1.1  
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 2025, 2024 and 2023 activities related to dividends on our common stock (in millions, except per share amounts).

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Dividends per share declared	\$ 2.08	\$ 2.00	\$ 2.00
Dividend payments allocated to additional paid-in capital	\$ 130	\$ 171	\$ 106
Dividend payments allocated to retained earnings	\$ 294	\$ 245	\$ 326

On May 22, 2025, we declared a cash dividend of \$

0.52 per share of common stock, payable on July 23, 2025 to shareholders of record as of the close of business on July 3, 2025. 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)

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
Balance as of April 29, 2022	\$ 44 ( )	\$ 1 ( )	\$ —	\$ 1 ( )	\$ 44 ( )
Other comprehensive loss, net of tax	4 ( )	2 ( )	—	6 ( )	12 ( )
Amounts reclassified from AOCI, net of tax	—	—	—	5	5
Total other comprehensive loss	4 ( )	2 ( )	—	1 ( )	7 ( )
Balance as of April 28, 2023	48 ( )	3 ( )	—	—	51 ( )
Other comprehensive income (loss), net of tax	5 ( )	4 ( )	—	2 ( )	7 ( )
Amounts reclassified from AOCI, net of tax	—	—	—	1 ( )	1 ( )
Total other comprehensive income (loss), net of tax	5 ( )	4 ( )	—	1 ( )	8 ( )



	(	(		(	(
	53	7	—	1	59
Balance as of April 26, 2024	)	)			)
	(	(		(	(
	3	2	1	2	6
Other comprehensive income (loss), net of tax	)	)		)	)
				(	(
	—	—	—	1	1
Amounts reclassified from AOCI, net of tax	)	)		)	)
	(	(		(	(
	3	2	1	3	7
Total other comprehensive income (loss), net of tax	)	)		)	)
	(	(		(	(
	56	9	1	2	66
Balance as of April 25, 2025	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023	Statements of Income Classification
Realized (gains) losses on cash flow hedges	(	(		
	1	1	5	
	\$	\$	\$	Net revenues
Total reclassifications	(	(		
	1	1	5	
	<u>\$</u>	<u>\$</u>	<u>\$</u>	

## 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 25, 2025 or April 26, 2024. 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 25, 2025	April 26, 2024
<b>Cash Flow Hedges</b>		
Forward contracts purchased	\$ 81	\$ 71
<b>Balance Sheet Contracts</b>		
Forward contracts sold	\$ 790	\$ 881
Forward contracts purchased	\$ —	\$ 11

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

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
	Gain (Loss) Recognized into Income		
		(	
Foreign currency exchange contracts	\$ 38	\$ 59	\$ 4

## 12. Restructuring Charges

In the fourth quarter of fiscal 2025, management approved a restructuring plan to redirect resources to the highest return activities and reduce costs. Charges related to the plan consisted primarily of employee severance-related costs and lease termination charges. The activities under the plan are expected to be substantially completed by the end of the first quarter of fiscal 2026.

In the first nine months of fiscal 2025, management approved restructuring plans to redirect resources to the highest return activities and reduce costs, which included in the third quarter of fiscal 2025, a plan approved related to the sale of our cloud optimization and management software business known as Spot by NetApp. Charges related to the plans consisted primarily of employee severance-related costs. The activities under these plans were substantially complete by the end of fiscal 2025.

In fiscal 2024, management approved restructuring plans to redirect resources to the highest return activities and reduce costs. Charges related to the plans consisted primarily of employee severance-related costs. One of the plans also included termination of certain real estate leases in various countries, resulting in 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 the highest return activities, reduce costs and establish our international headquarters in Cork, Ireland. These plans resulted in restructuring charges comprised primarily of employee severance-related costs and legal and tax-related professional fees. Activities under these plans were substantially complete by the end of fiscal 2023.

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

	Total
Balance as of April 29, 2022	\$ 3
Net charges	120
	(
Cash payments	87
	)
Balance as of April 28, 2023	36
Net charges	44
	(
Cash payments	70
	)
Balance as of April 26, 2024	10
Net charges	83
	(
Cash payments	42
	)
Balance as of April 25, 2025	\$ <u>51</u>

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):

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Domestic	\$ 606	\$ 472	\$ 420
Foreign	777	791	646
Total	\$ <u>1,383</u>	\$ <u>1,263</u>	\$ <u>1,066</u>

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
<b>Current:</b>			
Federal	\$ 131	\$ 89	\$ 209
State	38	25	39

	128	110	150
Foreign			
	297	224	398
Total current			
Deferred:			
	(		(
	102	24	44
Federal	)		)
	(		(
	16	6	3
State	)		)
			(
	18	23	559
Foreign	)		)
	(		(
	100	53	606
Total deferred	)		)
			(
	197	277	208
Provision (benefit) for income taxes	\$	\$	\$

During the fourth quarter of fiscal 2025, the Internal Revenue Service ("IRS") substantially completed the examination of our fiscal 2018 and fiscal 2019 U.S. income tax returns, and we recognized a tax benefit of \$

36  
million attributable to the release of related tax reserves.

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.

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, which issued a ruling in favor of NetApp in December 2011. However, following escalations within the Danish judicial system over the course of numerous years, on January 9, 2023, the Danish Supreme Court 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 fiscal 2023, we recorded \$

69  
million of discrete tax expense, which includes \$

23  
million of withholding tax and \$

46  
million of interest.

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Tax computed at federal statutory rate	\$ 290	\$ 265	\$ 224
State income taxes, net of federal benefit	14	22	24
Foreign earnings in lower tax jurisdictions	( 14 )	( 40 )	( 43 )
Stock-based compensation	21	12	25
Research and development credits	( 31 )	( 22 )	( 24 )
Benefit for foreign derived intangible income	28	—	—
Global minimum tax on intangible income	12	46	61
Tax charges (benefits) from integration of acquired companies	1	4	27
Tax benefit due to IP Transfer	—	—	524
Resolution of income tax matters <sup>(1)</sup>	39	4	71
Other	13	6	5
Provision (benefit) for income taxes	\$ 197	\$ 277	\$ 208

(1) During fiscal 2025, we recognized a tax benefit related to the IRS examination of our fiscal 2018 and fiscal 2019 U.S. income tax returns. During fiscal 2024, we recognized a tax benefit related to the lapse of statute of limitations for certain issues in our fiscal 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 IRS examination of our fiscal 2018 and 2019 U.S. tax returns.

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

	April 25, 2025	April 26, 2024
Deferred tax assets:		

Reserves and accruals	\$	188	\$	126
Net operating loss and credit carryforwards		138		129
Stock-based compensation		25		25
Deferred revenue and financed unearned services revenue		250		252
Acquired intangibles		483		499
Capitalized research and development <sup>(1)</sup>		198		141
Other		6		12
Gross deferred tax assets		1,288		1,184
Valuation allowance		(119)		(121)
Deferred tax assets, net of valuation allowance		1,169		1,063
Deferred tax liabilities:				
Prepays and accruals		87		90
Acquired intangibles		84		68
Property and equipment		26		36
Other		6		3
Total deferred tax liabilities		203		197
Deferred tax assets, net of valuation allowance and deferred tax liabilities	\$	966	\$	866

(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 decreased by \$

2 million in fiscal 2025. The decrease is mainly attributable to corresponding changes in deferred tax assets, primarily certain state tax credit carryforwards.

As of April 25, 2025, we have federal net operating loss carryforwards of \$

9 million. In addition, we have gross state net operating loss and tax credit carryforwards of \$

4 million and \$

146 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 \$

9 million of U.S. foreign tax credit carryforwards and \$

33 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 2026 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):

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Balance at beginning of period	\$ 220	\$ 222	\$ 220
Additions based on tax positions related to the current year	8	7	9
Additions for tax positions of prior years	4	—	1
Decreases for tax positions of prior years	( 25 )	( 2 )	( 5 )
Settlements	( 139 )	( 7 )	( 3 )
Balance at end of period	<u>\$ 68</u>	<u>\$ 220</u>	<u>\$ 222</u>

As of April 25, 2025, we had \$

68 million of gross unrecognized tax benefits, of which \$

45 million has been recorded in other long-term liabilities. Unrecognized tax benefits of \$

47 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 \$

4 million, \$

11 million and \$

7 million, respectively, in fiscal 2025, fiscal 2024 and fiscal 2023. Accrued interest and penalties of \$

8

million and \$

33  
million were recorded in the consolidated balance sheets as of April 25, 2025 and April 26, 2024, 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 are currently subject to Pillar Two rules starting in our fiscal year 2025. As of April 25, 2025, Pillar Two taxes do not 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.

The tax years that remain subject to examination for our major tax jurisdictions are shown below:

**Fiscal Years Subject to Examination for Major Tax Jurisdictions at April 25, 2025**

2022 —	
2025	United States — federal income tax
2020 —	
2025	United States — state and local income tax
2020 —	
2025	Australia
2018 —	
2025	Germany
2007 —	
2025	India
2019 —	
2025	The Netherlands
2018 —	
2025	Canada
2020 —	
2025	Japan
2019 —	
2025	Cyprus
2022 —	
2025	United Kingdom



2023

—

2025

France

2022

—

2025

Ireland

82

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 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 25, 2025, 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

The following is a calculation of basic and diluted net income per share (in millions, except per share amounts):

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
<b>Numerator:</b>			
Net income	\$ 1,186	\$ 986	\$ 1,274
<b>Denominator:</b>			
Shares used in basic computation	204	208	217
Dilutive impact of employee equity award plans	5	5	3
Shares used in diluted computation	209	213	220
<b>Net Income per Share:</b>			
Basic	\$ 5.81	\$ 4.74	\$ 5.87
Diluted	\$ 5.67	\$ 4.63	\$ 5.79

The following table presents the numbers of potential shares of common stock from outstanding employee equity awards that have been excluded from the computation of diluted net income per share, as their inclusion would have had an anti-dilutive effect, for the periods presented (in millions):

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Employee equity award plans	1	2	6

#### 15. Segment, Geographic, and Significant Customer Information

Our operations are organized into two segments: Hybrid Cloud and Public Cloud. The two segments are based on the information reviewed by our Chief Operating Decision Maker (CODM), who is the Chief Executive Officer, to evaluate results and allocate resources. The CODM measures performance of each segment based on segment revenue and segment gross profit by comparing actual revenue and gross profit results to historical results and previously forecasted financial information. 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 helps customers modernize their data centers. This portfolio accommodates both structured and unstructured data with unified storage optimized for flash, disk, and cloud storage, capable of handling data-intensive workloads and applications. Hybrid Cloud includes software, hardware, and related support, along with professional and other services.

*Public Cloud* offers a portfolio of products delivered primarily as-a-service, including related support. This portfolio includes cloud storage, data services, and operational 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 25, 2025		
	Hybrid Cloud	Public Cloud	Total
Product revenues	\$ 3,040	\$ —	\$ 3,040
Support revenues	2,512	—	2,512
Professional and other services revenues	355	—	355
Public cloud revenues	—	665	665
Net revenues	5,907	665	6,572
Cost of product revenues	1,278	—	1,278
Cost of support revenues	197	—	197
Cost of professional and other services revenues	261	—	261
Cost of public cloud revenues	—	165	165
Segment cost of revenues	1,736	165	1,901
Segment gross profit	\$ 4,171	\$ 500	\$ 4,671
Segment gross margin	70.6 %	75.2 %	71.1 %
Unallocated cost of revenues <sup>1</sup>			58
Total gross profit			\$ 4,613
Total gross margin			70.2 %

<sup>1</sup> Unallocated cost of revenues are composed of \$

30  
million of stock-based compensation expense and \$

28  
million of amortization of intangible assets.

	Year Ended April 26, 2024		
	Hybrid Cloud	Public Cloud	Total
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	<u>\$ 4,088</u>	<u>\$ 408</u>	<u>\$ 4,496</u>
Segment gross margin	72.3 %	66.8 %	71.7 %
Unallocated cost of revenues <sup>1</sup>			63
Total gross profit			<u>\$ 4,433</u>
Total gross margin			70.7 %

<sup>1</sup> Unallocated cost of revenues are composed of \$

29  
million of stock-based compensation expense and \$

34  
million of amortization of intangible assets.

	Hybrid Cloud	Year Ended April 28, 2023		Total
		Public Cloud		
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 <sup>1</sup>				66
Total gross profit			\$	4,209
Total gross margin				66.2 %

<sup>1</sup> Unallocated cost of revenues are composed of \$

24  
million of stock-based compensation expense and \$

42  
million of amortization of intangible assets.

#### Geographical Revenues and Certain Assets

Revenues summarized by geographic region are as follows (in millions):

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
United States, Canada and Latin America (Americas)	\$ 3,347	\$ 3,193	\$ 3,237

	2,204	2,104	2,148
Europe, Middle East and Africa (EMEA)			
	1,021	971	977
Asia Pacific (APAC)			

Net revenues \$ 6,572 \$ 6,268 \$ 6,362

Americas revenues consist of sales to Americas commercial and U.S. public sector markets. Sales to customers inside the U.S. were \$

3,092  
million, \$

2,952  
million and \$

3,007  
million during fiscal 2025, 2024 and 2023, 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 25, 2025	April 26, 2024
U.S.	\$ 1,320	\$ 1,142
International	2,526	2,110
Total	<u>\$ 3,846</u>	<u>\$ 3,252</u>

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 25, 2025	April 26, 2024
U.S.	\$ 344	\$ 378
International	219	226
Total	<u>\$ 563</u>	<u>\$ 604</u>

#### Significant Customers

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

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
Arrow Electronics, Inc.	21 %	22 %	24 %
TD Synnex Corporation (previously presented as Tech Data Corporation)	24 %	22 %	21 %

The following customers accounted for 10% or more of accounts receivable:

	April 25, 2025	April 26, 2024
Arrow Electronics, Inc.	10 %	10 %
TD Synnex Corporation	27 %	26 %

## 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):

	April 25, 2025	Year Ended April 26, 2024	April 28, 2023
401(k) matching contributions	\$ 30	\$ 29	\$ 33

### 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 25, 2025	April 26, 2024
Deferred compensation plan assets	\$ 41	\$ 38
Deferred compensation liabilities reported as:		
Accrued expenses	\$ 7	\$ 6
Other long-term liabilities	\$ 34	\$ 32

### 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 25, 2025      April 26, 2024



Fair value of plan assets		66	55
	\$		\$
Benefit obligations		(	(
		106	91
		)	)
Unfunded obligations		(	(
		40	36
	\$	)	\$

17. Commitments and Contingencies

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 25, 2025, we had \$

0.4 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 25, 2025 and April 26, 2024, such liability amounted to \$

22 million and \$

20 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 25, 2025, we had \$

0.6 billion in other purchase obligations.

Of the total \$

1.0 billion in purchase commitments, \$

0.6 billion is due in fiscal 2026, 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 \$

65 million, \$

67 million and \$

38 million of receivables during fiscal 2025, 2024 and 2023, 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.

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 25, 2025 and April 26, 2024, 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 25, 2025, 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.

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 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 25, 2025 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 its subsidiaries (the "Company") as of April 25, 2025, and April 26, 2024, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended April 25, 2025, 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 25, 2025, and April 26, 2024, and the results of its operations and its cash flows for each of the three years in the period ended April 25, 2025, 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 25, 2025, 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 9, 2025, 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 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 Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) 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 matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### Revenue — Refer to Notes 1, 6, and 15 to the financial statements

##### Critical Audit Matter Description

The Company's contracts with customers often include the transfer of multiple products and services to the customer, such as hardware systems, software licenses, software support, hardware support, public cloud services and other 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 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 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 particular period. This required a high degree of auditor judgment and an increased extent of testing.

##### How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Company's evaluation of performance obligations for certain contracts included the following, among others:

- We tested the effectiveness of internal controls related to management's review of contracts to evaluate and 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 with customers and performed the following:
  - o Obtained and read contract source documents, including master agreements, amendments, and other documents that were part of the contract.
  - o 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.

/s/ DELOITTE & TOUCHE LLP

Raleigh, North Carolina  
June 9, 2025

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 25, 2025, 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 25, 2025, 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 25, 2025, of the Company and our report dated June 9, 2025, 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 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 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

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

Raleigh, North Carolina  
June 9, 2025

**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**

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 25, 2025, 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 25, 2025, 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 25, 2025 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**

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 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**Item 9B. Other Information***Insider Adoption or Termination of Trading Arrangements*

No 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 fourth quarter of fiscal 2025.

**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 2025 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission within 120 days of our year ended April 25, 2025. 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 2025 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 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. In addition, with regards to the Company’s trading in its own securities, it is the Company’s policy to comply with the federal securities laws and the applicable exchange listing requirements.

### **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 2025 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 2025 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 2025 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 2025 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.



**(2) Financial Statement Schedules**

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	Form	File No.	Incorporation by Reference Exhibit	Filing Date
3.1	<a href="#">Certificate of Incorporation of the Company, as amended.</a>	10-Q	000-27130	3.1	September 13, 2021
3.2	<a href="#">Bylaws of the Company.</a>	8-K	000-27130	3.1	November 16, 2023
4.1	<a href="#">Indenture dated December 12, 2012, by and between the Company and U.S. Bank National Association.</a>	8-K	000-27130	4.1	December 12, 2012
4.2	<a href="#">First Supplemental Indenture dated December 12, 2012, by and between the Company and U.S. Bank National Association.</a>	8-K	000-27130	4.2	December 12, 2012
4.3	<a href="#">Second Supplemental Indenture dated June 5, 2014, by and between the Company and U.S. Bank National Association.</a>	8-K	000-27130	4.1	June 5, 2014
4.4	<a href="#">Third Supplemental Indenture dated September 29, 2017 by and between the Company and U.S. Bank National Association.</a>	8-K	000-27130	4.2	September 29, 2017
4.5	<a href="#">Fourth Supplemental Indenture, dated June 22, 2020, by and between NetApp, Inc. and U.S. Bank National Association.</a>	8-K	000-27130	4.2	June 22, 2020
4.6	<a href="#">Fifth Supplemental Indenture, dated March 17, 2025, by and between NetApp, Inc. and U.S. Bank National Association.</a>	8-K	000-27130	4.2	March 17, 2025
4.7	<a href="#">Description of Capital Stock of the Company.</a>	10-K	000-27130	4.6	June 10, 2024
10.1*	<a href="#">Form of Indemnification Agreement by and between the Company and each of its directors and executive officers.</a>	8-K	000-27130	10.1	May 31, 2023
10.2*	<a href="#">Form of Change of Control Severance Agreement.</a>	8-K	000-27130	10.1	May 22, 2019
10.3*	<a href="#">The Company's Amended and Restated Executive Compensation Plan, as amended effective June 20, 2018.</a>	10-Q	000-27130	10.1	August 21, 2018
10.4*	<a href="#">The Company's Deferred Compensation Plan.</a>	8-K	000-27130	2.1	July 7, 2005
10.5*	<a href="#">The Company's Employee Stock Purchase Plan, as amended effective September 13, 2023.</a>	8-K	000-27130	10.1	September 14, 2023
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10.6*	<a href="#">The Company's Amended and Restated 1999 Stock Option Plan, as amended effective July 19, 2018.</a>	DEF 14A	000-27130	Appendix A	August 1, 2018
10.7*	<a href="#">Form of Restricted Stock Unit Agreement (Employees) approved for use under the Company's 1999 Stock option Plan, effective June 2019.</a>	10-K	000-27130	10.14	June 15, 2020
10.8*	<a href="#">Form of Restricted Stock Unit Agreement approved for use under the Company's amended and restated 1999 Stock Option Plan (Non-Employees Directors).</a>	10-K	000-27130	10.17	June 18, 2010
10.9*	<a href="#">Form of Restricted Stock Unit Agreement (Non-Employee Directors) approved for use under the Company's 1999 Stock Option Plan.</a>	10-Q	000-27130	10.2	February 11, 2019
10.10*	<a href="#">Form of Restricted Stock Unit Agreement (Non-Employee Directors) approved for use under the Company's 1999 Stock Option Plan, effective June 2019.</a>	10-K	000-27130	10.19	June 15, 2020
10.11*	<a href="#">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.</a>	10-K	000-27130	10.23	June 15, 2020
10.12*	<a href="#">Spotinst Inc. 2016 Equity Incentive Plan.</a>	S-8	333-248480	99.1	August 28, 2020
10.13*	<a href="#">NetApp, Inc. 2021 Equity Incentive Plan, as amended effective September 11, 2024</a>	8-K	000-27130	10.1	September 12, 2024

10.14*	<a href="#"><u>Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Employee), effective September 10, 2021.</u></a>	10-Q	000-27130	10.1	December 2, 2021
10.15*	<a href="#"><u>Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Senior Executive), effective September 10, 2021.</u></a>	10-Q	000-27130	10.2	December 2, 2021
10.16*	<a href="#"><u>Form of Restricted Stock Unit Agreement (Performance Based) under the Company's 2021 Equity Incentive Plan, effective September 10, 2021.</u></a>	10-Q	000-27130	10.3	December 2, 2021
10.17*	<a href="#"><u>Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Non-Employee Director), effective November 1, 2021.</u></a>	10-Q	000-27130	10.1	March 2, 2022
10.18*	<a href="#"><u>Form of Restricted Stock Unit Agreement (Performance-Based) - Billings approved for use under the Company's 2021 Equity Incentive Plan, Effective July 1, 2022.</u></a>	10-K	000-27130	10.27	June 14, 2023
10.19*	<a href="#"><u>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.</u></a>	10-K	000-27130	10.28	June 14, 2023
10.20*	<a href="#"><u>Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Senior Executive), effective May 15, 2024.</u></a>	10-K	000-27130	10.20	June 10, 2024
10.21*	<a href="#"><u>Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (VP and Below), effective May 15, 2024.</u></a>	10-K	000-27130	10.21	June 10, 2024
10.22*	<a href="#"><u>Form of Restricted Stock Unit Agreement (Performance-Based) - Billings under the Company's 2021 Equity Incentive Plan, effective May 15, 2024.</u></a>	10-K	000-27130	10.22	June 10, 2024
10.23*	<a href="#"><u>Form of Restricted Stock Unit Agreement (Performance-Based) - Total Shareholder Return under the Company's 2021 Equity Incentive Plan, effective May 15, 2024.</u></a>	10-K	000-27130	10.23	June 10, 2024
10.24*	<a href="#"><u>Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan.</u></a>	—	—	—	—
10.25*	<a href="#"><u>Form of Restricted Stock Unit Agreement (Performance-Based) under the Company's 2021 Equity Incentive Plan.</u></a>	—	—	—	—

10.26*	<a href="#"><u>Cognigo Research Ltd. Amended and Restated Global Share Incentive Plan (2016).</u></a>	S-8	333-232187	99.1	June 18, 2019
10.27*	<a href="#"><u>CloudCheckr Inc. Amended and Restated 2017 Stock Option and Grant Plan.</u></a>	S-8	333-261465	99.1	December 2, 2021
10.28*	<a href="#"><u>Outside Director Compensation Policy, as amended effective September 13, 2023.</u></a>	10-Q	000-27130	10.3	August 29, 2023
10.29*	<a href="#"><u>Amended and Restated Instaclubr US Holding, Inc. 2018 Stock Option Plan</u></a>	S-8	333-265648	99.1	June 16, 2022
10.30	<a href="#"><u>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.</u></a>	8-K	000-27130	10.1	January 22, 2021
10.31	<a href="#"><u>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.</u></a>	10-Q	000-27130	10.3	March 2, 2022
10.32	<a href="#"><u>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.</u></a>	10-K	000-27130	10.32	June 14, 2023
10.33	<a href="#"><u>Second Amended and Restated Credit Agreement, dated as of March 5, 2025, by and among NetApp, Inc., the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent.</u></a>	8-K	000-27130	10.1	March 5, 2025
10.34	<a href="#"><u>Form of Dealer Agreement between the Company, as issuer, and each Dealer.</u></a>	8-K	000-27130	10.2	December 12, 2016
10.35	<a href="#"><u>Offer Letter for employment at the Company to César Cernuda, date March 23, 2020.</u></a>	10-K	000-27130	10.58	June 15, 2020

10.36	<a href="#">Senior Executive Employment Contract by and between NetApp Sales Spain S.L., a subsidiary of the Company, and Cesar Cernuda, effective January 1, 2021</a>	10-Q	000-27130	10.1	January 29, 2021
10.37	<a href="#">Offer Letter for employment at the Company to Michael J. Berry, dated January 30, 2020.</a>	10-Q	000-27130	10.1	August 28, 2020
10.38	<a href="#">Offer Letter for employment at the Company to Wissam Jabre, dated January 9, 2025.</a>	10-Q	000-27130	10.1	February 27, 2025
10.39	<a href="#">Underwriting Agreement, dated June 17, 2020, by and among the Company, Goldman Sachs &amp; Co. LLC, J.P. Morgan Securities LLC, BofA Securities, Inc. and Morgan Stanley &amp; Co. LLC.</a>	8-K	000-27130	1.1	June 17, 2020
10.40	<a href="#">Underwriting Agreement, dated March 12, 2025, by and among NetApp, Inc., Goldman Sachs &amp; Co. LLC, J.P. Morgan Securities LLC, BofA Securities, Inc. and Wells Fargo Securities, LLC.</a>	8-K	000-27130	1.1	March 17, 2025
19.1	<a href="#">Insider Trading Policies and Procedures of the Company.</a>	—	—	—	—
21.1	<a href="#">Subsidiaries of the Company.</a>	—	—	—	—
23.1	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>	—	—	—	—
24.1	<a href="#">Power of Attorney (see signature page).</a>	—	—	—	—
31.1	<a href="#">Certification of the Chief Executive Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002.</a>	—	—	—	—
31.2	<a href="#">Certification of the Chief Financial Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002.</a>	—	—	—	—
32.1	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002.</a>	—	—	—	—
32.2	<a href="#">Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002.</a>	—	—	—	—

97.1	<a href="#">Compensation Recovery Policy of the Company.</a>	10-K	000-27130	97.1	June 10, 2024
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document	—	—	—	—
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Document	—	—	—	—
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)				

\* Identifies management plan or compensatory plan or arrangement.

## 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 authorized.

NETAPP, INC.

By: /s/ GEORGE KURIAN  
George Kurian  
Chief Executive Officer and Director  
(Principal Executive Officer and Principal Operating Officer)

Date: June 9, 2025

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints George Kurian and Wissam Jabre, 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 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 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 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 George Kurian	Chief Executive Officer and Director (Principal Executive Officer and Principal Operating Officer)	June 9, 2025
/s/ WISSAM JABRE Wissam Jabre	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	June 9, 2025
/s/ DANIEL DE LORENZO Daniel De Lorenzo	Vice President and Chief Accounting Officer (Principal Accounting Officer)	June 9, 2025
/s/ T. MICHAEL NEVENS T. Michael Nevens	Chairman of the Board	June 9, 2025
/s/ DEEPAK AHUJA Deepak Ahuja	Director	June 9, 2025
/s/ ANDERS GUSTAFSSON Anders Gustafsson	Director	June 9, 2025
/s/ GERALD HELD Gerald Held	Director	June 9, 2025
/s/ DEBORAH KERR Deborah Kerr	Director	June 9, 2025
/s/ CARRIE PALIN Carrie Palin	Director	June 9, 2025
/s/ FRANK PELZER Frank Pelzer	Director	June 9, 2025
/s/ SCOTT SCHENKEL Scott Schenkel	Director	June 9, 2025



/s/ JUNE YANG  
June Yang

Director

June 9, 2025

NETAPP, INC.  
2021 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AGREEMENT  
NOTICE OF RESTRICTED STOCK UNIT GRANT

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 time (the “**Plan**”). Participant is being granted an Award under this Notice of Restricted Stock Unit Grant (the “**Notice of Grant**”), the Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit A** (the “**Terms and Conditions**”), the Additional Terms 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 B** and all other exhibits, appendices, and addenda attached hereto (collectively, the “**Award Agreement**”).

**Participant Name:** %%FIRST\_NAME\_MIDDLE\_NAME\_LAST\_NAME%-%

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:** %%OPTION\_NUMBER%-%

**Date of Grant:** %%OPTION\_DATE,'Month DD, YYYY'%-%

**Total Number of Restricted Stock Units:** %%TOTAL\_SHARES\_GRANTED, '999,999,999'%-%

**Vesting Schedule:**

Subject to any acceleration 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) governing the terms of this Award, the Restricted Stock Units will be scheduled to vest according to the following vesting schedule:

[ ]

Notwithstanding the foregoing, if Participant ceases to be a Service Provider due to Participant's death or Disability prior to the final vesting date set forth above, the then-unvested Restricted Stock Units subject to this Award will vest in full on the date of such termination.

[Notwithstanding the foregoing, if Participant ceases to be a Service Provider due to Participant's Retirement (as defined below) prior to the final vesting date set forth above, a

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pro-rated number of Restricted Stock Units granted under this Award Agreement will vest on the date of such termination, with such pro-rated number equal to (a) the number of Restricted Stock Units that would have otherwise vested on the next scheduled vesting date, multiplied by (b) a fraction with (i) a numerator equal to the number of completed calendar 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 [grant date]) and the date of termination, 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 [grant date]) and the next scheduled vesting date of 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-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 any of its Parent or Subsidiaries.]

Vesting is subject to Participant continuously remaining a Service Provider through the applicable vesting date, subject to the vesting acceleration provisions set forth below.

For purposes of clarification, any acceleration provisions set forth in any Severance Agreement or any other written agreement with Participant authorized by the Company or the Administrator shall supersede any acceleration provisions set forth in this Award Agreement.

Unless otherwise defined in this Award Agreement, capitalized terms in the Award Agreement will have the defined meanings ascribed to them in the Plan.\*\*\*

Participant acknowledges and agrees that by either (a) clicking the "ACCEPT" button corresponding to this Award through the grant acceptance page on E\*TRADE at any time before forty-five (45) days following the Date of Grant or (b) doing nothing (in which case the grant will be automatically accepted on Participant's 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 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 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. 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 any time before forty-five (45) days following the Date of Grant 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. 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. 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.

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Participant should retain a copy of 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](mailto:stockadmin@netapp.com). If Participant would prefer not to electronically 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 Stock Administration.

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**EXHIBIT A**

**NETAPP, INC.**

**2021 EQUITY INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AGREEMENT**

**TERMS AND CONDITIONS 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 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 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 Restricted Stock Unit represents the right to receive one Share, if such 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 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 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 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 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 Vesting.**

(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 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 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, of the unvested

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Restricted Stock Units at any 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.

(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 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 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 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 Participant'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 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 be made until the date six (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 Participant'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 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 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 Participant'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 Company 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.

**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 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 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 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.** 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 Recipients**"), the ultimate liability for any tax and/or social insurance liability obligations 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 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 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 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 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 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 obligation 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 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 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 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 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 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) withholding 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 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 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 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 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 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 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 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 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 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 procedures 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 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 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 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 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 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 will permanently forfeit such Restricted Stock Units to which Participant's Withholding Obligation relates and any right to

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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. 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED

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HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING 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, 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 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 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 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 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 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 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;

(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 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 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 be predicted;

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(g) for purposes of the Restricted Stock Units, Participant's status 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 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 reference 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 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 Participant 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 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 discretion, 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 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 not part of normal or expected compensation or salary for any purpose;

(j) 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 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 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 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 Regarding 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 Restricted Stock Units. Participant is hereby advised to, and acknowledges Participant has had ample opportunity 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 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 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 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, 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 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 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 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 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 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, administer 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 processing 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 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 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 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 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 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 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 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 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 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 governmental 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, clearance, 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 certificate 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 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 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 and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

**20. Interpretation.** The Administrator will have the power to interpret the Plan 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 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 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.

**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 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 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, 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 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 additional terms 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 Addendum**”). Moreover, if Participant relocates to one of the countries included in the Country Addendum (if any), the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the 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 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. No amendment of this Award Agreement will materially impair the rights of Participant, unless mutually agreed otherwise between Participant and the Administrator, which agreement must be in writing and signed by 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 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.** 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 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; 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 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 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 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 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 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 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 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 means of a writing signed by the Company and Participant.

**31. Clawback Policy.** Notwithstanding anything to the contrary contained herein, by accepting this Award, Participant acknowledges receipt of, and agrees to be subject to, the Company's discretionary clawback policy and the Company Compensation Recovery Policy (each as may be amended or in effect from time to time, the "**Clawback Policies**") with respect to this Award and any payments hereunder and, accordingly, this Award and any payments hereunder will be subject to forfeiture, recoupment and/or repayment in accordance with the Clawback Policies or applicable law.

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NETAPP, INC.  
2021 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AGREEMENT (PERFORMANCE-BASED)  
NOTICE OF RESTRICTED STOCK UNIT GRANT

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 time (the “**Plan**”). Participant is being granted an Award under this Notice of Restricted Stock Unit Grant (the “**Notice of Grant**”), the Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit A** (the “**Terms and Conditions**”), the Additional Terms 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 B** and all other exhibits, appendices, and addenda attached hereto (collectively, the “**Award Agreement**”).

**Participant Name:** %%FIRST\_NAME\_MIDDLE\_NAME\_LAST\_NAME%%-%

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: %%OPTION\_NUMBER%%-%

Date of Grant: %%OPTION\_DATE,'Month DD, YYYY'%%-%

Target Number of Restricted Stock Units: %%TOTAL\_SHARES\_GRANTED, '999,999,999'%%-%

**Vesting Schedule:**

Subject to any acceleration 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) governing the terms of this Award, the Restricted Stock Units will be scheduled to vest according to the following vesting schedule:

[ ]

Unless otherwise defined in this Award Agreement, capitalized terms in the Award Agreement will have the defined meanings ascribed to them in the Plan.

Participant acknowledges and agrees that by either (a) clicking the “ACCEPT” button corresponding to this Award through the grant acceptance page on E\*TRADE at any time before

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forty five (45) days following the Date of Grant or (b) doing nothing (in which case the grant will be automatically accepted on Participant's 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 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 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. 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 any time before forty five (45) days following the Date of Grant 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. 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. 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 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](mailto:stockadmin@netapp.com). If Participant would prefer not to electronically 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 Stock Administration.

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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 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 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 Agreement, the terms and conditions of the Plan shall prevail.

**2. Company's Obligation to Pay.** Each Restricted Stock Unit represents the right to receive one Share, if such 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 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 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 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 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 Vesting.**

(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 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 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, 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 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 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 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 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 Participant'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 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 be made until the date six (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 Participant'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 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 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 Participant'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 Company 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.

**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 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 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 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.** 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 Recipients**"), the ultimate liability for any tax and/or social insurance liability obligations 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 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 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 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 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 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 obligation 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 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 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 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 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 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) withholding 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 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 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 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 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 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 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 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 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 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 procedures 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 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 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 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 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 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 will permanently forfeit such Restricted Stock Units to which Participant's Withholding Obligation relates and any right to

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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. 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED

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HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING 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, 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 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 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 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 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 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 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;

(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 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 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 be predicted;

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(g) for purposes of the Restricted Stock Units, Participant's status 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 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 reference 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 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 Participant 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 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 discretion, 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 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 not part of normal or expected compensation or salary for any purpose;

(j) 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 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 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 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 Regarding 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 Restricted Stock Units. Participant is hereby advised to, and acknowledges Participant has had ample opportunity 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 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 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 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, 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 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 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 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 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 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, administer 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 processing 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 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 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 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 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 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 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 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 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 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 governmental 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, clearance, 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 certificate 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 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 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 and if the meaning of the translated version is different than the English version, the English 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 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 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 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.

**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 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 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, 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 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 additional terms 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 Addendum**”). Moreover, if Participant relocates to one of the countries included in the Country Addendum (if any), the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the 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 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. No amendment of this Award Agreement will materially impair the rights of Participant, unless mutually agreed otherwise between Participant and the Administrator, which agreement must be in writing and signed by 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 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.** 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 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; 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 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 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 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 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 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 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 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 means of a writing signed by the Company and Participant.

31. **Clawback Policy.** Notwithstanding anything to the contrary contained herein, by accepting this Award, Participant acknowledges receipt of, and agrees to be subject to, the Company's discretionary clawback policy and the Company Compensation Recovery Policy (each as may be amended or in effect from time to time, the "**Clawback Policies**") with respect to this Award and any payments hereunder and, accordingly, this Award and any payments hereunder will be subject to forfeiture, recoupment and/or repayment in accordance with the Clawback Policies or applicable law.

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## NETAPP, INC. 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.

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, 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 responsibility for your compliance 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 responsible for interpreting and updating this policy as required. The Chief Legal Officer may authorize variations in the 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 modifications to this policy, including updating [Addendum B](#) (the list of individuals who are considered "Insiders" due to the nature of their role at NetApp) or [Addendum C](#) (the list of tools that allow users to access material nonpublic information, or MNPI, as defined below). Any such amendments shall 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 the Insider Trading Compliance Office at [ng-insidertradingcompliance](mailto: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 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, 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. Furthermore, any individual who engages in such conduct may be subject to immediate termination of employment or service.

This policy and U.S. federal securities laws continue to apply even after you have separated from NetApp. If you are aware of MNPI when your employment or service relationship terminates, you may not trade in NetApp securities until that information has become public or is no longer material.

Note that NetApp will not transact in its own securities, except in compliance with applicable securities laws.

### *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 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 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.*

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 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 living in your household. It also applies to anyone whose securities transactions are directed, influenced or controlled by you, even if they do not live in your household. In addition, this policy applies to all corporations, partnerships, limited liability companies, trusts and other entities whose securities transactions are directed, influenced or controlled by you. You are responsible for their transactions and should have them contact you before they trade in NetApp securities. 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 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 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 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:
  - o worldwide or Americas bookings and billings for all products, or worldwide Hybrid Cloud bookings or billings or worldwide Public Cloud bookings or billings;
  - o worldwide or Americas revenue, or worldwide Hybrid Cloud revenue or worldwide annualized revenue run rate (ARR), or worldwide Public Cloud revenue or worldwide ARR;
  - o gross or burdened margin; and
  - o 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 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;
- reportable cybersecurity incidents;
- the declaration of a share split or the 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 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 you are in possession of material information about NetApp, you should contact the Insider Trading Compliance Office for clarification.

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#### *"NONPUBLIC"*

Information is nonpublic unless it has been adequately disclosed to the public. This means that the information must be publicly disseminated and sufficient time must have passed for the securities markets to digest the information. One common misconception is that material information loses its "nonpublic" status as soon as a press release is 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 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 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. 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 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 form of the announcement and the nature of 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 THIRD PARTIES*

This policy also applies to MNPI about other publicly traded companies with whom NetApp has a business relationship, such as NetApp's customers, collaborators, partners, vendors, suppliers and other business partners that is obtained as a result of your role at NetApp. Such MNPI may include, but is not limited to, negotiations over mergers, acquisitions, divestitures or renewal or termination of significant contracts or other arrangements. Everyone subject to this 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

### 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, employees, and consultants listed on [Addendum B](#) attached 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 C](#) should not trade 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 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 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 confirmed 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 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 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 or considering the issuance of securities, NetApp personnel aware of the transactions would become subject to an event-specific blackout, which would remain in effect until the transaction had either been publicly disclosed or terminated.

Because it is often 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 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 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 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 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 associated with NetApp raises complex legal issues. Because of the complexity of these issues, **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 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 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 prohibited 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 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 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 of an option granted under NetApp's equity incentive plan or the withholding of shares to cover the exercise price or any applicable tax withholding is not subject to the restrictions in this policy. Note that this exception *does not include* a "cashless exercise" that is carried out through a sale of exercised shares or a subsequent sale of the shares acquired pursuant to the exercise of the option. The exception only permits the exercise and holding of the shares.

### *RSU VESTING*

The vesting of shares pursuant to a restricted stock unit or the withholding of shares to cover any applicable tax withholding 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 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 the restrictions in this policy, unless the person making the gift has reason to believe that the recipient intends to sell NetApp securities while the NetApp officer, director, or employee is aware of MNPI, or the person making the gift is subject to the trading restrictions specified in "Blackout Periods and Trading Windows" section above (in which case pre-clearance is required). Whether a gift is "bona fide" may depend on various circumstances surrounding the gift. Accordingly, you are encouraged to consult Insider Trading Compliance Office or the Chief Legal Officer when contemplating a gift.

### *10B5-1 PLAN TRANSACTIONS*

Purchases or sales pursuant to a written 10b5-1 plan approved in accordance with [Addendum A](#) to this policy are not subject to the restrictions in this policy.

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## SEVERE POTENTIAL LIABILITY AND PENALTIES

### *LIABILITY FOR INSIDER TRADING*

Under federal and state 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;
- civil penalties of up to 3x the profit gained (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 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 techniques to uncover insider trading.

### *POSSIBLE DISCIPLINARY ACTIONS*

Individuals who are subject to and violate this policy will also be subject to disciplinary action by NetApp, which may include ineligibility for future participation in NetApp's equity incentive plans, termination of employment or service, or not being renominated in the case of members of the board of directors.

**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 additional 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 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 prohibition on insider trading.

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## FREQUENTLY ASKED QUESTIONS

***I am in possession of material nonpublic information (MNPI), but I have not shared any of the information with my spouse. 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 information and may investigate regardless of whether you did or did not do so.

***I want to sell my NetApp shares but I am aware of MNPI. It would be a hardship for me and my family if I cannot sell my shares. May I trade?***

No. Securities laws do not contain 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 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 extra money?***

Any time you trade while in possession of MNPI, you are violating this policy and securities laws. Even if you would not make more money as a result of trading while in possession of MNPI, the trade would be a violation of this policy and the insider trading laws, and the SEC may impose fines and penalties.

***How do I know if I am an Insider?***

NetApp's Insiders are listed on [Addendum B](#) and [Addendum C](#) to this policy. These individuals have been designated as Insiders by NetApp on the presumption that they are routinely exposed to MNPI in the ordinary course of their duties or have access to MNPI as users of certain tools.

***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 information and I would like to sell shares of NetApp. May I do so?***

If you have been notified that you are subject to an "event-specific blackout" you may not trade until the information, 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 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 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 during a closed trading window or blackout period?***

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 do a "cashless" exercise that is carried out through a sale of exercised shares). Additionally, members of NetApp's board of directors, its Section 16 Officers (as defined in [Addendum A](#)) and "CEO Staff" must obtain pre-clearance of the stock option exercise from the Insider Trading Compliance Office. Insiders may not 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 a blackout period or otherwise in possession of MNPI.

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## **ADDENDUM A**

### **PRE-CLEARANCE AND RULE 10B5-1 PLANS**

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:

- 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 addendum as necessary to reflect such changes. Board members and Section 16 Officers are also subject to additional procedures designed to address the two-day Form 4 filing requirement under Section 16(a) of the U.S. Securities Exchange Act of 1934 (the "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 transaction involving NetApp's securities, including gifts or donations, without first obtaining pre-clearance of the transaction from the Insider Trading Compliance Office. A request for pre-clearance should be submitted in writing to the Insider Trading Compliance 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 may determine not to permit the trade and may determine to reject any request for any reason. If a trade is pre-cleared in accordance with this policy, you will then have two (2) business days to effect the trade. However, if you become aware of MNPI or become subject to a blackout period after receiving preclearance, but before the trade has been effected, you must not proceed with such trade.

#### ***EXCEPTION FOR APPROVED 10B5-1 PLANS***

Rule 10b5-1 of the Exchange Act provides an affirmative defense from insider trading liability under the federal securities laws for trading plans that meet certain requirements. Trading pursuant to an appropriate 10b5-1 trading plan ("10b5-1 plan") also avoids the 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 strongly recommends that you not do so while you have a 10b5-1 plan in place as that may mitigate the benefits of the 10b5-1 plan. All 10b5-1 plans, including adoption and any modification, must be approved by the Insider Trading Compliance Office in advance. Requirements of the 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 nonpublic information, during an open trading window and, after the plan is adopted (or modified), you must not exercise any influence over the amount of securities to be traded, the price or the date of the trade.
  - Individuals are only permitted to enter into one single-trade 10b5-1 plan within any consecutive twelve (12) month period.
  - 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 any material nonpublic information; and (ii) are
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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 sooner than the later of:

- o ninety (90) days after the adoption or modification of the 10b5-1 plan; and

- o 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,

- 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 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 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 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 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 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 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 Addendum A will cease to apply to your transactions in NetApp securities at the time of the termination of your employment.

#### *ASSISTANCE*

Your compliance with this Addendum A and NetApp's Insider Trading Policy is of the utmost importance, both for you and for NetApp. If you have any questions about this Addendum A, the Insider Trading Policy or their application to any proposed transaction, please notify the Insider Trading Compliance Office or call Legal or Stock Administration.

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**ADDENDUM B**  
**"INSIDERS" DUE TO ROLE**

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**ADDENDUM C**

**“INSIDERS” DUE TO MNPI ACCESS VIA TOOLS**

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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 I have received a copy of the Insider Trading Policy, have read and understand the Insider Trading Policy and agree to comply with its terms and conditions for as long as I am subject to the Insider Trading 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 the Insider Trading Policy may subject the undersigned to discipline by NetApp, including termination for cause.

Signature Date

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## SUBSIDIARIES OF THE COMPANY

Name	Jurisdiction of Incorporation or Organization
NetApp Argentina S.R.L.	Argentina
NetApp Australia Pty Ltd	Australia
Instaclustr Pty Ltd	Australia
NetApp Austria GmbH	Austria
BYMS International, Inc.	Barbados
NetApp Belgium BV	Belgium
NetApp Global Limited	Bermuda
NetApp Global Holdings Ltd.	Bermuda
NetApp International Holdings Ltd.	Bermuda
NetApp Brasil Solucoes de Gerenciamento e Armazenamento de Dados Ltda	Brazil
NetApp U.S. Public Sector, Inc.	California
NetCache, Inc.	California
NetApp Canada Ltd.	Canada
NetApp VTC, Inc.	Canada
NetApp Chile Limitada	Chile
NetApp (Shanghai) Commercial Co., Ltd.	China
NetApp Holdings Limited	Cyprus
NetApp Capital Solutions, Inc.	Delaware
SolidFire International, LLC	Delaware
Cloud Jumper LLC	Delaware
NetApp R&D LLC	Delaware
Onaro, Inc.	Delaware
StackPointCloud, LLC	Delaware
Spotinst LLC	Delaware
Talon Storage Solutions, Inc.	Delaware
CloudCheckr LLC	Delaware
Data Mechanics, LLC	Delaware
Fylamynt LLC	Delaware
NetApp US Holdings, Inc.	Delaware
Instaclustr US Holding Inc.	Delaware
Instaclustr, Inc.	Delaware
NetApp Denmark ApS	Denmark
NetApp Finland Oy	Finland
NetApp France SAS	France
Data Mechanics SAS	France
NetApp Deutschland GmbH	Germany
Caravan GmbH	Germany
NetApp (China) Limited	Hong Kong
NetApp (Hong Kong) Limited	Hong Kong
NetApp Iceland ehf.	Iceland
NetApp India Private Limited	India
NetApp India Marketing and Services Private Limited	India
PT. NetApp Indonesia	Indonesia
Network Appliance (Sales) Limited	Ireland
NetApp Ireland Limited	Ireland
Cognigo Research Ltd	Israel
NetApp Israel R&D Ltd.	Israel
NetApp Israel Sales Limited	Israel
Plexistor Ltd.	Israel
Spotinst Ltd.	Israel
NetApp Italia S.r.l.	Italy
NetApp G.K.	Japan
NetApp Korea Limited	Korea
NetApp Luxembourg S.a.r.l.	Luxembourg
NetApp Malaysia Sdn. Bhd.	Malaysia
NetApp Mexico S. de R.L. de C.V.	Mexico
NetApp New Zealand Limited	New Zealand
NetApp Nigeria Limited	Nigeria
NetApp Norway AS	Norway

<b>Name</b>	<b>Jurisdiction of Incorporation or Organization</b>
NetApp Poland Sp. spółka z ograniczoną odpowiedzialnością	Poland
NetApp Russia LLC	Russia
Network Appliance Saudi Arabia LLC	Saudi Arabia
NetApp Regional Headquarter Company	Saudi Arabia
NetApp Singapore Pte. Ltd.	Singapore
NetApp South Africa (Pty) Limited	South Africa
NetApp Spain Sales SL	Spain
NetApp Sweden AB	Sweden
NetApp Switzerland GmbH	Switzerland
NetApp (Thailand) Limited	Thailand
Decru B.V.	The Netherlands
NA Technology C.V.	The Netherlands
NetApp Asia Pacific Holdings B.V.	The Netherlands
NetApp B.V.	The Netherlands
NetApp Holding & Manufacturing B.V.	The Netherlands
SolidFire B.V.	The Netherlands
NetApp Teknoloji Limited Sirketi	Turkey
NetApp UK Ltd.	United Kingdom
NetApp UK Holdings Ltd.	United Kingdom
NetApp Vietnam Company Limited	Vietnam

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**CONSENT OF INDEPENDENT REGISTERED 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, 333-119640, 333-125448, 333-128098, 333-133564, 333-138337, 333-139835, 333-147034, 333-149375, 333-154867, 333-162696, 333-167619, 333-170089, 333-172081, 333-178213, 333-184259, 333-185216, 333-186967, 333-192564, 333-200586, 333-208309, 333-209570, 333-214886, 333-219061, 333-220230, 333-221809, 333-228464, 333-232187, 333-234762, 333-248480, 333-259520, 333-261465, 333-265648, 333-274538, and 333-283446 on Form S-8 and Registration Statement Nos. 333-26163, 333-74979, 333-41386, 333-253726, 333-223154, 333-208311, 333-185217, and 333-277522 on Form S-3 of our reports dated June 9, 2025, relating to the financial statements of NetApp, Inc. and the effectiveness of NetApp, Inc.'s internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended April 25, 2025.

/s/ DELOITTE & TOUCHE LLP

Raleigh, North Carolina  
June 9, 2025

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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 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 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 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 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 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 preparation of financial statements 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 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'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 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 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 the registrant's internal control over financial reporting.

/s/ GEORGE KURIAN  
George Kurian  
Chief Executive Officer  
(Principal Executive Officer and Principal Operating Officer)

Date: June 9, 2025

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**CERTIFICATION PURSUANT TO SECTION 302(a)  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Wissam Jabre, 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 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 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 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 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;
  - 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 statements 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 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'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 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 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 the registrant's internal control over financial reporting.

/s/ WISSAM JABRE

Wissam Jabre

*Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)*

Date: June 9, 2025

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED 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 25, 2025 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/ GEORGE KURIAN

George Kurian

*Chief Executive Officer*

*(Principal Executive Officer and Principal Operating Officer)*

Date: June 9, 2025

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**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Wissam Jabre, 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 25, 2025 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/ WISSAM JABRE

Wissam Jabre

*Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)*

Date: June 9, 2025

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