

**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 26, 2024

or

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

For the transition period from

to

Commission File Number 000-27130



**NetApp**<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**  
Common Stock, \$0.001 Par Value

**Trading Symbol(s)**  
NTAP

**Name of exchange on which registered**  
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

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

On May 30, 2024, 205,801,761 shares of the registrant's common stock, \$0.001 par value, were outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

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

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## Cautionary Note on Forward-Looking Statements

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

- our future financial and operating results;
- our strategy;
- our beliefs and objectives for future operations, research and development;
- expectations regarding future product releases, growth and performance;
- political, economic and industry trends;
- expected timing of, customer acceptance of and benefits from, product introductions, developments and enhancements;
- expected benefits from acquisitions, joint ventures, growth opportunities and investments;
- expected outcomes from legal, regulatory and administrative proceedings;
- 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 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 in U.S. government spending;
- our ability to resolve ongoing litigation, tax audits, government audits, inquiries and investigations in line with our expectations;
- the availability of acceptable financing to support our future cash requirements;
- valuation and liquidity of our investment portfolio;
- foreign exchange rate impacts;
- our ability to achieve our goals related to environmental, social and governance matters; and
- those factors discussed under the heading "Risk Factors" elsewhere in this Annual Report on Form 10-K.

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

## 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 and are headquartered in San Jose, California. Building on over three decades of innovation, we combine unified data storage, integrated data services, and CloudOps solutions to make data infrastructure intelligent. Our broad portfolio addresses customer priorities: modernizing legacy infrastructure, improving resiliency against ransomware attacks, and building scalable, high-performance data pipelines for artificial intelligence (AI) workloads.

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

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 scalability and team responsiveness.

#### Product, Solutions and Services Portfolio

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

#### Hybrid Cloud

*Hybrid Cloud* offers a unified data storage portfolio of storage management and infrastructure solutions that help customers modernize their data centers. With the power of on-premises, private cloud and public cloud capabilities to assist customers in modernizing applications with a single solution that supports file, block, and object storage, we deliver a data infrastructure solution for all environments and workloads. Our Hybrid Cloud portfolio supports structured and unstructured data with unified storage optimized for flash, disk, and cloud storage to handle data-intensive workloads and applications. Hybrid Cloud is composed of software, hardware, and related support, as well as professional and other services.

##### *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 environments, and software-defined storage (SDS) situations.

Data integrity, safety, 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.

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

### *Storage infrastructure*

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

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

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

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

### *Cloud storage*

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

In addition, NetApp offers **NetApp Cloud Volumes ONTAP** on 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 storage infrastructure offerings.

## *Manageability*

At the heart of our public 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 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) which allow customers to control their data and operations.

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

## *Cloud Operations services*

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

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

**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 portfolio of offerings includes storage-as-a-service (STaaS), strategic consulting, professional, managed, and support services.

- **NetApp Keystone** is our pay-as-you-grow, STaaS offering that delivers a seamless hybrid cloud experience for those preferring operating expense consumption models to upfront capital expense or leasing. With a unified management console and monthly bill for both on-premises and cloud data storage services, Keystone lets organizations provision, monitor, and even move storage spend across their hybrid cloud environment for financial and operational flexibility.
- NetApp **strategic consulting services** provide executive-level, high-touch consulting engagements to help organizations facilitate the alignment of their business and technology goals. Our proven expertise can help organizations define long-term data fabric strategies and operations models to drive IT initiatives for digital transformation.
- NetApp's **Professional Services** offer specialized expertise to minimize risks and simplify the process of 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 from the start.
- 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 2024, sales through our indirect channels represented 76% of our net revenues. Our global partner ecosystem is critical to NetApp's growth and success. We are continually strengthening existing partnerships and investing in new ones to ensure we are meeting the evolving needs of our customers.

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

### **Seasonality**

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

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

## **Competition**

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

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. 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 in the cloud storage services market as competitors.

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

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. It is possible that new competitors or alliances among competitors might emerge and further increase competitive pressures.

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

## **Proprietary Rights**

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

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

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

At 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. Based on current information, we believe that our primary risk related to climate change is the risk of increased energy costs. Additionally, we have implemented disaster recovery and business resiliency measures to mitigate the physical risks our facilities, business, and supply chain might face as a consequence of natural disasters or severe weather/climate-related phenomena such as earthquakes, floods, droughts, and other such natural occurrences.

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

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

## **Human Capital**

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

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

### ***Diversity, Equity, Inclusion and Belonging***

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

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

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

- 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 2024, more than 2,386 NetApp employees donated over 19,940 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 diversity and inclusion, talent acquisition, engagement, development and retention.

### ***Employees***

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

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

### **Information About Our Executive Officers**

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

<b><u>Name</u></b>	<b><u>Age</u></b>	<b><u>Position</u></b>
George Kurian	57	Chief Executive Officer
César Cernuda	52	President
Michael J. Berry	61	Executive Vice President and Chief Financial Officer
Harvinder S. Bhela	52	Executive Vice President and Chief Product Officer
Elizabeth M. O'Callahan	55	Executive Vice President, Chief Legal Officer, and Corporate 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.

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

*Harvinder S. Bhela* joined NetApp in January 2022 as executive vice president and chief product officer. He is responsible for leading NetApp's product and engineering teams and building our multi-cloud, storage and data services products 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 legal officer, and corporate secretary since January 2022. Prior to her appointment as chief legal officer, Ms. O'Callahan served as senior vice president

and general counsel from May 2021 to December 2021, as vice president and deputy general counsel from May 2020 to April 2021, and as vice president, corporate legal from October 2013 to April 2020. Ms. O'Callahan has over 20 years of experience advising technology companies on a variety of matters, including corporate governance, securities law, mergers and acquisitions, capital markets transactions, corporate compliance and ethics, data privacy, intellectual property, litigation and 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 information included elsewhere in this Annual Report on Form 10-K should be considered and understood in the context of the following risk factors, which describe circumstances that may materially harm our future business, operating results or financial condition. The following discussion reflects our current judgment regarding the most significant risks we face. These risks can and will change in the future.*

### **Risks Related to Our Business and Industry**

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

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

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

The growth in our industry and the markets in which we compete is driven by the increasing demand for data, which increases demand for, and purchases of, storage and data management solutions. Despite these growth drivers, our markets could be adversely impacted by technology transitions, increased storage efficiency, competitive pricing dynamics, changing consumption models, and/or uncertain macroeconomic conditions. Additionally, the impact of generative artificial intelligence (GenAI) in the markets for storage and data management solutions has yet to be fully realized and could evolve in unexpected ways. While customers are navigating through their information technology (IT) transformations, which leverage modern architectures and hybrid cloud environments, they are also looking for simpler solutions and changing how they consume IT. This evolution is diverting spending towards transformational projects and architectures like flash, hybrid cloud, cloud storage, and IT as a service. The future impact of these trends on both short- and long-term growth patterns is uncertain, and we may be unable to meet customer demand, with an expected level of quality and support for new products or services.

Our business may be adversely impacted if we are unable to keep pace with rapid industry, technological or market changes or if our products and services are not accepted in the marketplace. As a result of these and other factors discussed in this report, customer demand for our products and services may fall and our revenue may decline on a year-over-year basis, as it did in fiscal 2017, 2020, and 2024. If the general historical rate of industry growth declines, if the growth rates of some or all of the specific markets in which we compete decline, if the consumption model of storage changes, if our new and existing products, services and solutions do not receive customer acceptance and/or if we do not adapt our sales programs to address market changes, our business, operating results, financial condition and cash flows could suffer.

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

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

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

New or additional product and feature introductions, such as new all-flash arrays, including the block-optimized ASA families, and capacity flash C-series, subject us to additional financial and operational risks, including our ability to forecast customer preferences

and/or demand, our ability to successfully manage the transition from older products and solutions, our ability to forecast and manage the impact of customers' demand for new products, services and solutions or the products being replaced, and our ability to manage production capacity to meet the demand for new products and services. In addition, as existing customers transition from older products and solutions to newer ones, the transition could take longer than expected, or the customer could decide to delay the transition, either of which could result in non-renewal of the new offerings or affect our ability to manage and forecast customer churn and expansion rates for new offerings. As new or enhanced products and services are introduced, we must avoid excessive levels of older product inventories and related components and ensure that new products and services can be delivered to meet customers' demands. Further risks inherent in the introduction of new products, services and solutions include the uncertainty of price-performance relative to products of competitors, competitors' responses to the introductions, delays in sales caused by the desire of customers to evaluate new products for extended periods of time and our partners' investment in selling our new products and solutions. If these risks are not managed effectively, we could experience material risks to our business, operating results, financial condition and cash flows.

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

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

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

***Our gross margins may vary.***

Our gross margins reflect a variety of factors, including competitive pricing, component and product design, inflation, foreign exchange currency fluctuations, and the volume and relative mix of revenues from product, software support, hardware support and other services offerings. Increased component and labor costs, increased pricing and discounting pressures, the relative and varying rates of increases or decreases in component costs and product prices, or changes in the mix of revenue or decreased volume from product, software support, hardware support and other services offerings could harm our revenues, gross margins or earnings. Our gross margins are also impacted by the cost of any materials that are of poor quality and our sales and distribution activities, including, without limitation, pricing actions, rebates, sales initiatives and discount levels, and the timing of service contract renewals. The costs of third-party components comprise a significant portion of our product costs. While we generally have been able to manage our component and product design costs, we may have difficulty managing these costs if supplies of certain components, including NAND, become limited or component prices increase. Any such limitation could result in an increase in our product costs. We have seen, and may continue to see, our gross margins negatively impacted by increases in component costs, logistics costs, and inflationary pressures. An increase in component or design costs relative to our product prices could harm our gross margins and earnings. Failure to sustain or improve our gross margins may have a material adverse effect on our business and stock price.

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

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

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



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

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

Our markets are intensely competitive and are characterized by fragmentation and rapidly changing technology. We compete with many companies in the markets we serve, including established public companies, newer public companies with a strong flash focus, and new market entrants addressing the opportunity for GenAI and application data management for Kubernetes. Some offer a broad spectrum of IT products and services (full-stack vendors) and others offer a more limited set of products or services. Technology trends, such as hosted or public cloud storage, software as a service (SaaS) and flash storage are driving significant changes in storage architectures and solution requirements. Cloud service provider competitors provide customers storage on demand, without requiring a capital expenditure, which meets rapidly evolving business needs and has changed the competitive landscape. We also compete in the emerging cloud operations market, where growth is being driven by increased customer cloud usage and commensurate spend, but customer requirements are still evolving. There is no clear leader in this market.

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

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

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

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

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

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

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

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

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

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

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

Many of our employees participate in our hybrid work program, and work remotely on a full- or part-time basis. While this has been generally well received by employees, it may also create other challenges that impact our ability to attract and retain qualified personnel, including, but not limited to, some employees may prefer an in person work environment, difficulty collaborating and communicating among employees, and ability to maintain consistent experience of our corporate culture and workforce morale. If we are unable to effectively manage the risks and challenges associated with hybrid work, our business operations and financial performance may be adversely affected.

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

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

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

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

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

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

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

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

We continuously seek to make our cost structure and business processes more efficient, including by moving our business activities from higher-cost to lower-cost locations, outsourcing certain business processes and functions, and implementing changes to our business information systems. These efforts may involve a significant investment of financial and human resources and significant changes to our current operating processes. For example, in fiscal 2024, we implemented, and in fiscal 2025 we will continue to implement, certain new business information systems, including implementing our new enterprise resource planning system. We may encounter difficulties in implementing these new business information systems or maintaining and upgrading existing systems and software. Such difficulties may lead to significant expenses or losses due to unexpected additional costs required to implement or maintain systems, disruption in business operations, loss of sales or profits, or disruption to our ability to timely and accurately process and report key aspects of our financial statements and, as a result, may have a material adverse effect on our business, results of operations, financial condition and prospects.

In addition, as we move operations into lower-cost jurisdictions and outsource certain business processes, we become subject to new regulatory regimes and lose control of certain aspects of our operations and, as a consequence, become more dependent upon the systems and business processes of third-parties. If we are unable to move our operations, outsource business processes or implement new business information systems in a manner that complies with local law and maintains adequate standards, controls and procedures, the quality of our products and services may suffer and we may be subject to increased litigation risk, either of which could have an adverse effect on our business, operating results and financial condition. Additionally, we may not achieve the expected benefits of these and other transformational initiatives, which could harm our business, operating results, financial condition and cash flows.

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

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

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

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

We have established and publicly announced, and may continue to establish and publicly announce, initiatives and goals regarding environmental matters, diversity, and other related matters, including our commitment to reducing our greenhouse gas emissions and increasing our representation of women in our global workforce and underrepresented minorities in our US workforce, in our ESG Report, on our website, in our SEC filings and elsewhere. These statements reflect our current plans and aspirations and are not quotas or guarantees that we will be able to achieve them. These initiatives and goals could be difficult and expensive to implement, the technologies we need to implement them may not be cost effective and may not advance at a sufficient pace, and ensuring the accuracy, adequacy or completeness of the disclosure of our ESG initiatives can be costly, difficult and time-consuming. Our failure to accomplish or accurately track and report on these goals on a timely basis, or at all, could adversely affect our reputation, financial performance and growth, and expose us to increased scrutiny from our stakeholders, the investment community as well as enforcement authorities.

There is an increasing focus from U.S. and foreign government agencies, investors, customers, consumers, employees and other stakeholders concerning ESG matters, including sustainable products. These changing rules, regulations and stakeholder expectations have resulted in, and are likely to continue to result in, increased general and administrative expenses and increased management time and attention spent complying with or meeting such regulations and expectations. For example, developing and acting on ESG initiatives, and collecting, measuring and reporting ESG information and metrics can be costly, difficult and time consuming and is subject to evolving reporting standards, including the SEC's climate-related reporting requirements, the California climate reporting rules and, to the extent applicable, the European Union's (EU) Corporate Sustainability Reporting Directive. Statements about our ESG initiatives and goals, and progress against those goals, may be based on standards for tracking, measuring and reporting ESG matters that are continuing to evolve and assumptions that are subject to change. This may result in a lack of consistent or meaningful comparative data from period to period or between the Company and other companies in the same industry. In addition, our processes and controls may not always comply with evolving standards for identifying, measuring and reporting ESG metrics, including ESG-related disclosures that may be required of public companies by the Securities and Exchange Commission, and such standards may change over time, which could result in significant revisions to our current goals, reported progress in achieving such goals, or ability to achieve such goals in the future.

We could also face scrutiny from certain stakeholders for the scope or nature of our ESG initiatives or goals, or for any revisions to these goals. If our ESG related data, processes and reporting are incomplete or inaccurate, if we fail to achieve progress with respect to our ESG goals on a timely basis, or at all, or if we were to be subject to government enforcement actions or private litigation from stakeholders because of our ESG initiatives, our ability to attract or retain employees, and our attractiveness as an investment, business partner, acquiror or supplier could be negatively impacted and our business, financial performance and growth could be adversely affected.

**Risks Related to Our Customers and Sales**

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

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

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

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

***Our success depends upon our ability to effectively plan and manage our resources and to periodically restructure our business, and such actions may have an adverse effect on our business, operating results, financial condition and cash flows.***

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

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

We have and may in the future undertake initiatives that could include reorganizing our workforce, restructuring, disposing of, and/or otherwise discontinuing certain products, facility reductions or a combination of these actions which have resulted in, or may result in, restructuring charges. Rapid changes in the size, alignment or organization of our workforce, including our business unit structure, structure of our sales team, and sales account coverage, could adversely affect our ability to develop, sell and deliver products and services as planned or impair our ability to realize our current or future business and financial objectives. Charges associated with these activities could harm our operating results. Our ability to achieve the anticipated cost savings and other benefits from these initiatives is subject to many estimates and assumptions, which are subject to uncertainties. If our estimates and assumptions are incorrect, if we are unsuccessful at implementing changes, or if other unforeseen events occur, our business, financial condition, and results of operations could be adversely affected.

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

The U.S. government is an important customer for us. However, government demand is uncertain, as it is subject to political and budgetary fluctuations and constraints. Events such as the U.S. federal government shutdown from December 2018 to January 2019 and continued uncertainty regarding the U.S. budget and debt levels have increased demand uncertainty for our products. In addition, like other customers, the U.S. government may evaluate competing products and delay purchasing in the face of the technology transitions taking place in the storage industry. If the U.S. government or an individual agency or multiple agencies within the U.S. government continue to reduce or shift their IT spending patterns, our operating results, including revenues may be harmed.

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

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

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

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

We derive a majority of our revenues in any given quarter from orders booked in the same quarter. Orders typically follow intra-quarter seasonality patterns weighted toward the back end of the quarter. If we do not achieve the level, timing and mix of orders consistent with our quarterly targets and historical patterns, or if we experience cancellations of significant orders, our operating results, financial condition and cash flows could be harmed.

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

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

### **Risks Related to Our Products and Services**

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

We do not manufacture certain components used in our products. We rely on third parties to manufacture critical components, as well as for associated logistics. Our lack of direct responsibility for, and control over, these elements of our business, as well as the diverse international geographic locations of our manufacturing partners and suppliers, creates significant risks for us, including, among other things:

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

Such risks have subjected us, and could in the future subject us, to supply constraints, price increases and minimum purchase requirements and our business, operating results, financial condition and cash flows could be harmed. The risks associated with our outsourced manufacturing model are particularly acute when we transition products to new facilities or manufacturers, introduce and increase volumes of new products or qualify new contract manufacturers or suppliers, at which times our ability to manage the relationships among us, our manufacturing partners and our component suppliers, becomes critical. New manufacturers, products, components or facilities create increased costs and risk that we will fail to deliver high quality products in the required volumes to our

customers. Any failure of a manufacturer or component supplier to meet our quality, quantity or delivery requirements in a cost-effective manner will harm our business, including customer relationships and as a result could harm our operating results, financial condition and cash flows. Additionally, disruption to our manufacturing operations, or those of our contract manufacturers, could significantly impact our ability to supply our customers and could produce a near-term severe impact on the Company.

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

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

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

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

Our clients and customers use our platforms for the transmission and storage of sensitive data. We do not generally review the information or content that our clients and their customers upload and store, and we have no direct control over the substance of the information or content stored within our platforms. If our employees, or our clients, partners or their respective customers use our platforms for the transmission or storage of personal or other sensitive information, or our supply chain cybersecurity is compromised and our security measures are breached as a result of third-party action, employee error, malfeasance, stolen or fraudulently obtained log-in credentials or otherwise, our reputation could be damaged, our business may be harmed and we could incur significant liabilities.

Security industry experts and US Government officials continue to emphasize risks to our industry. Cyber attacks and security breaches continue to increase, and of particular concern are supply-chain attacks against software development 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. Additionally, we use third-party service providers to provide some services to us that involve the storage or transmission of data, such as SaaS, cloud computing, and internet infrastructure and bandwidth, and they face various cybersecurity threats and also may suffer cybersecurity incidents or other security breaches.

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

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

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

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

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

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

Our business is subject to increasing regulation by various federal, state and international governmental agencies responsible for enacting and enforcing laws and regulations relating to privacy, data protection, and information security. For example, since the effective date of the EU's General Data Protection Regulation 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 applicable to multinational companies like NetApp. NetApp relies on a variety of compliance methods to transfer personal data of European Economic Area (EEA) individuals to other countries, including Binding Corporate Rules and Standard Contractual Clauses (SCCs). In June 2021, the EC imposed new SCC requirements which impose certain contract and operational requirements on NetApp and its contracting parties, including requirements related to government access transparency, enhanced data subject rights, and broader third-party assessments to ensure safeguards necessary to protect personal data transferred from NetApp or its partners to countries outside the EEA, requiring NetApp to revise customer and vendor agreements. In addition to the EU's General Data Protection Regulation, other global governments have adopted new privacy and data protection laws implementing similarly comprehensive regulatory frameworks.

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

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



Additionally, as a technology provider, our customers expect that we can demonstrate compliance with laws and regulations relating to privacy, data protection, and information security, and our inability or perceived inability to do so may adversely impact sales of our products and services, particularly to customers in highly-regulated industries. We have invested company resources in complying with new laws, regulations, and other obligations relating to privacy, data protection, and information security, and we may be required to make additional, significant changes in our business operations, all of which may adversely affect our revenue and our business overall. As a result of any inability to comply with such laws and regulations, our reputation and brand may be harmed, we could incur significant costs, and financial and operating results could be materially adversely affected, and we could be required to modify or change our products or our business practices, any of which could have an adverse effect on our business. Our business could be subject to stricter obligations, greater fines and private causes of action, including class actions, under the enactment of new laws and regulations relating to privacy, data protection, and information security, including but not limited to, the European Union General Data Protection Regulation, which provides for penalties of up to 20 million Euros or four percent of our annual global revenues, the California Consumer Privacy Act and the California Privacy Rights Act, and other U.S. state-based regulation.

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

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

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

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

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

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

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

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. In addition, while we train employees in confidentiality practices and include terms in our employee and consultant agreements to protect our intellectual property, there is persistent risk that some individuals will improperly take our intellectual property after terminating their employment or other engagements with us, which could lead to intellectual property leakage to competitors and a loss of our competitive advantages.

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

We compete in markets in which intellectual property infringement claims arise in the normal course of business. Third parties have, from time to time, asserted intellectual property-related claims against us, including claims for alleged patent infringement brought by non-practicing entities. Such claims may be made against our products and services, our customers' use of our products and services, or a combination of our products and third-party products. We also may be subject to claims and indemnification obligations from customers and resellers with respect to third-party intellectual property rights pursuant to our agreements with them. If we refuse to indemnify or defend such claims, even in situations in which the third-party's allegations are meritless, then customers and resellers may refuse to do business with us.

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

We expect that companies in the enterprise storage and data management, cloud storage and cloud operations markets will increasingly be subject to infringement claims as the number of products and competitors in our industry segment grows and the functionality of products in different industry segments overlaps. Any such claims, and any such infringement claims discussed above, could be time consuming, result in costly litigation, cause suspension of product shipments or product shipment delays, require us to redesign our products, or require us to enter into royalty or licensing agreements, 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 attack from bad actors. Further, open-source software may contain vulnerabilities, which may or may not be known at the time of our inclusion of the software in a product. If a vulnerability in such software is successfully exploited, we could be subject to damages including remediation costs, reputational damage and lost revenues.

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

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

**Risks Related to Our Securities**

***Our stock price is subject to volatility.***

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

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

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

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

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

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

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

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

## **General Risks**

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

We depend on the ability of our personnel, inventories, equipment and products to move reasonably unimpeded around the world. Any political, military, terrorism, global trade, world health or other issue that hinders this movement or restricts the import or export of materials could lead to significant business disruptions. For example, the COVID-19 pandemic impeded the mobility of our personnel, inventories, equipment and products and disrupted our business operations. Furthermore, any economic failure or other material disruption caused by natural disasters, including fires, floods, droughts, hurricanes, earthquakes, and volcanoes; power loss or shortages; environmental disasters; telecommunications or business information systems failures or break-ins and similar events could also adversely affect our ability to conduct business. As a result of climate change, we expect the frequency and impact of such natural disasters or 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 result, financial condition, and cash flows. Implementation of the BEPS inclusive framework ("Inclusive Framework"), including potential incremental taxes under a new global minimum tax framework known as Pillar Two, is effective in most jurisdictions for fiscal years beginning on or after January 1, 2024. The first fiscal year for which NetApp will be potentially subject to additional taxes under the Inclusive Framework is fiscal year 2025.

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

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

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

## **Item 1B. Unresolved Staff Comments**

Not applicable.

## **Item 1C. Cybersecurity**

### **Risk Management and Strategy**

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

- ongoing collection of threat intelligence and environment awareness through monitoring,
- data protection management and vulnerability monitoring through data loss prevention and exfiltration tools,
- cybersecurity risk management processes and practices,
- control assurance,
- secure development of new products,
- identity and access management,
- incident response, auditing and monitoring, and
- maintaining a 24x7 security operations center to allow for always available incident response.

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

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

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

### **Governance**

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

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

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

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

**Item 2. *Properties***

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

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

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

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

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

**Item 3. *Legal Proceedings***

For a discussion of legal proceedings, see Note 17 – Commitments and Contingencies of the Notes to Consolidated Financial Statements 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 2024		Fiscal 2023	
	High	Low	High	Low
First Quarter	\$ 80.53	\$ 61.54	\$ 76.73	\$ 61.26
Second Quarter	\$ 80.02	\$ 71.25	\$ 79.09	\$ 60.56
Third Quarter	\$ 91.76	\$ 70.82	\$ 75.19	\$ 58.08
Fourth Quarter	\$ 112.48	\$ 83.80	\$ 69.75	\$ 59.74

#### Holdings

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

#### Dividends

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

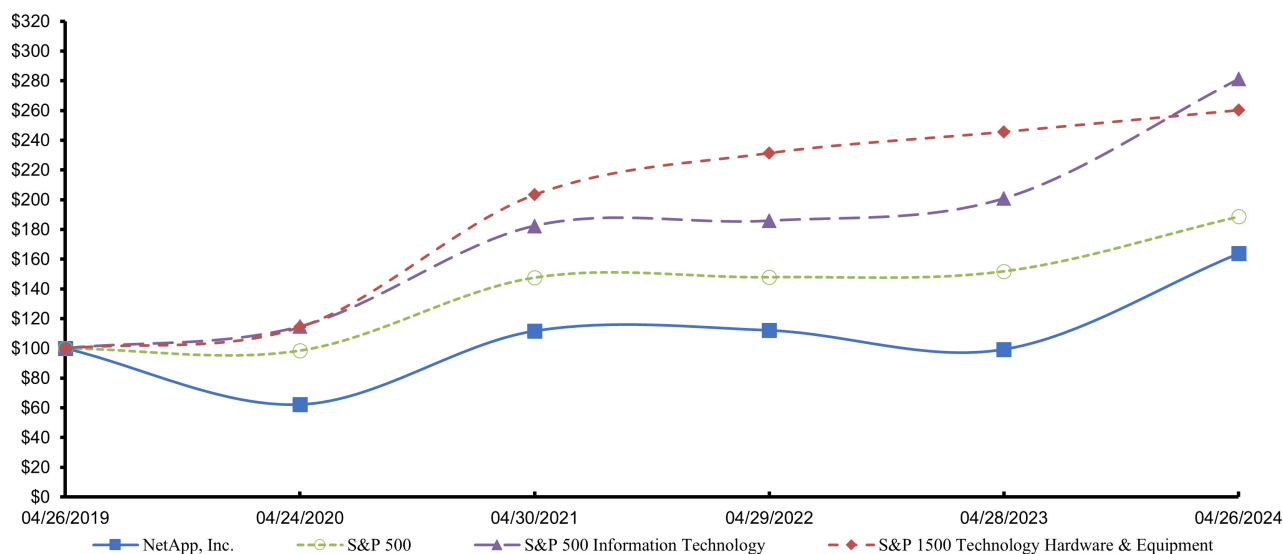


## Performance Graph

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 26, 2024. The comparisons in the graphs below are based upon historical data and are not indicative of, nor intended to forecast, future performance of our common stock. The graph and related information shall not be deemed “soliciting material” or be deemed to be “filed” with the SEC, nor shall such information be incorporated by reference into any past or future filing with the SEC, except to the extent that such filing specifically states that such graph and related information are incorporated by reference into such filing.

### COMPARISON OF FIVE YEAR CUMULATIVE TOTAL RETURN

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



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

	April 2019	April 2020	April 2021	April 2022	April 2023	April 2024
NetApp, Inc.	\$ 100.00	\$ 62.12	\$ 111.64	\$ 112.07	\$ 99.26	\$ 163.77
S&P 500 Index	\$ 100.00	\$ 98.44	\$ 147.55	\$ 147.87	\$ 151.80	\$ 188.57
S&P 500 Information Technology Index	\$ 100.00	\$ 114.63	\$ 182.34	\$ 185.80	\$ 200.80	\$ 281.12
S&P 1500 Technology Hardware & Equipment Index	\$ 100.00	\$ 114.36	\$ 203.35	\$ 231.39	\$ 245.65	\$ 260.23

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

## Purchases of Equity Securities by the Issuer and Affiliated Purchasers

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

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

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



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

Our unified data storage delivers flexibility by enabling customers to store any data type and power any workload, simply and consistently on a single storage operating system, optimized for cloud and flash. As the only enterprise-grade storage service natively embedded in the world's largest clouds, our data storage powers any data across AWS, Microsoft Azure, and Google Cloud. Our integrated data services enable active data management through superior data security, protection, governance, and sustainability. Our CloudOps solutions enable adaptive operations across infrastructure, applications, and teams.

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

*Hybrid Cloud* offers a unified data storage portfolio of storage management and infrastructure solutions that help customers modernize their data centers. With the power of on-premises, private cloud and public cloud capabilities to assist customers in modernizing applications with a single solution that supports file, block, and object storage, we deliver a data infrastructure solution for all environments and workloads. Our Hybrid Cloud portfolio supports structured and unstructured data with unified storage optimized for flash, disk, and cloud storage to handle data-intensive workloads and applications. Hybrid Cloud is composed of software, hardware, and related support, as well as professional and other services.

*Public Cloud* offers a portfolio of products delivered primarily as-a-service, including related support. This portfolio includes cloud storage and CloudOps 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 CloudOps solutions 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 Platform.

#### ***Global Business Environment***

##### ***Macroeconomic Conditions***

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

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

##### ***Supply Chain***

Supply chain constraints, which substantially began to impact us in the first half of fiscal 2023, led to elevated product component and freight costs during fiscal 2023. Comparatively, the supply chain substantially improved during fiscal 2024, resulting in lower costs.

### Financial Results and Key Performance Metrics Overview

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
Net revenues	\$ 6,268	\$ 6,362	\$ 6,318
Gross profit	\$ 4,433	\$ 4,209	\$ 4,220
Gross margin	71 %	66 %	67 %
Income from operations	\$ 1,214	\$ 1,018	\$ 1,157
Income from operations as a percentage of net revenues	19 %	16 %	18 %
Provision (benefit) for income taxes	\$ 277	\$ (208)	\$ 158
Net income	\$ 986	\$ 1,274	\$ 937
Diluted net income per share	\$ 4.63	\$ 5.79	\$ 4.09
Net cash provided by operating activities	\$ 1,685	\$ 1,107	\$ 1,211
		April 26, 2024	April 28, 2023
Deferred revenue and financed unearned services revenue	\$	4,234	\$ 4,313

- *Net revenues:* Our net revenues decreased approximately 1% in fiscal 2024 compared to fiscal 2023, due to a decrease in product revenues, partially offset by an increase in services revenues.
- *Gross margin:* Our gross margin increased five percentage points in fiscal 2024 compared to fiscal 2023, due to the increase 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 three percentage points in fiscal 2024 compared to fiscal 2023, primarily due to a higher gross margin.
- *Provision (benefit) for income taxes:* We had a provision from income taxes in fiscal 2024, compared to a benefit from income taxes in fiscal 2023, due to a discrete tax benefit of \$524 million in fiscal 2023 that resulted from an intra-entity asset transfer of certain intellectual property.
- *Net income and Diluted net income per share:* The decrease in both net income and diluted net income per share in fiscal 2024 compared to fiscal 2023 reflect the factors discussed above. Lower net income in fiscal 2024 compared to fiscal 2023 unfavorably impacted diluted net income per share.

### Stock Repurchase Program and Dividend Activity

During fiscal 2024, we repurchased approximately 12 million shares of our common stock at an average price of \$77.87 per share, for an aggregate purchase price of \$900 million. We also declared aggregate cash dividends of \$2.00 per share in fiscal 2024, for which we paid a total of \$416 million.

### Restructuring Events

During fiscal 2024, we executed two restructuring plans and recognized expenses totaling \$44 million consisting primarily of employee severance-related costs and lease termination 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 2024, 2023 and 2022, which ended on April 26, 2024, April 28, 2023 and April 29, 2022, 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:

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

Percentages may not add due to rounding

## Discussion and Analysis of Results of Operations

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

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

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

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

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

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

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

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

	Fiscal Year				
	2024	2023	% Change	2022	% Change
<b>Product revenues</b>	\$ 2,849	\$ 3,049	(7)%	\$ 3,284	(7)%
Hardware (Non-GAAP)	1,251	1,251	—%	1,358	(8)%
Software (Non-GAAP)	1,598	1,798	(11)%	1,926	(7)%

*Hybrid Cloud*

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

In order to provide visibility into the value created by our software innovation and R&D investment, we disclose the software and hardware components of our product revenues. Software product revenues includes the OS software and optional add-on software solutions attached to our systems across our entire product set, while hardware product revenues include the non-software component of our systems across the entire set. Because our revenue recognition policy under GAAP defines a configured storage system, inclusive of the operating system software essential to its functionality, as a single performance obligation, the hardware and software components of our product revenues are considered non-GAAP measures. The hardware and software components of our product revenues are derived from an estimated fair value allocation of the transaction price of our contracts with customers, down to the level of the product hardware and software components. This allocation is primarily based on the contractual prices at which NetApp has historically billed customers for such respective components.

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

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

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

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

	Fiscal Year				
	2024	2023	% Change	2022	% Change
<b>Services revenues</b>	\$ 3,419	\$ 3,313	3 %	\$ 3,034	9 %
Support	2,488	2,419	3 %	2,344	3 %
Professional and other services	320	319	—%	294	9 %
Public cloud	611	575	6 %	396	45 %

*Hybrid Cloud*

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

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

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

Professional and other services revenues remained relatively flat in fiscal 2024 compared to fiscal 2023. The increase in fiscal 2023 compared to fiscal 2022 was primarily due to an increase in other services revenues.

#### *Public Cloud*

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

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

#### **Revenues by Geographic Area:**

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

Percentages may not add due to rounding

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

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

#### **Cost of Revenues**

Our cost of revenues consists of:

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

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

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

	Fiscal Year				
	2024	2023	% Change	2022	% Change
<b>Cost of product revenues</b>	<b>\$ 1,137</b>	<b>\$ 1,517</b>	<b>(25)%</b>	<b>\$ 1,554</b>	<b>(2)%</b>
Hybrid Cloud	1,131	1,511	(25)%	1,541	(2)%
Unallocated	6	6	—%	13	(54)%



### Hybrid Cloud

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

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

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

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

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

### Unallocated

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

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

	Fiscal Year					
	2024	2023	% Change	2022	% Change	
<b>Cost of services revenues</b>	<b>\$ 698</b>	<b>\$ 636</b>	<b>10 %</b>	<b>\$ 544</b>	<b>17 %</b>	
Support	195	181	8 %	184	(2) %	
Professional and other services	243	211	15 %	205	3 %	
Public cloud	203	184	10 %	118	56 %	
Unallocated	57	60	(5) %	37	62 %	

### Hybrid Cloud

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

Hybrid Cloud support gross margins were similar in fiscal 2024, fiscal 2023 and fiscal 2022. Hybrid Cloud professional and other services gross margins decreased by approximately ten percentage points in fiscal 2024 compared to fiscal 2023 while they increased by approximately four percentage points in fiscal 2023 compared to fiscal 2022 primarily due to the mix of services provided.

### Public Cloud

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

### Unallocated

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

## Operating Expenses

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

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

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

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 increased by \$115 million, or 6%, during fiscal 2024 compared to fiscal 2023, primarily due to higher incentive compensation expense reflecting higher operating performance against goals. The increase was partially offset by lower salaries expense, reflecting a decrease in average headcount of 7%.

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

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

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

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

	Fiscal 2024 to Fiscal 2023	Fiscal 2023 to Fiscal 2022
Compensation costs	—	2
Commissions	—	(3)
Advertising and marketing promotional expense	—	(2)
Travel and entertainment	—	1
Total change	—	(2)

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

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

The decrease in commissions expense for fiscal 2023 compared to fiscal 2022 was primarily due to lower performance against sales goals.

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

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

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

	Fiscal Year				
	2024	2023	% Change	2022	% Change
Research and development expenses	\$ 1,029	\$ 956	8%	\$ 881	9%

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

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

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

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

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

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

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

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

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

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

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

	Fiscal Year				
	2024	2023	% Change	2022	% Change
Restructuring charges	\$ 44	\$ 120	(63)%	\$ 33	264%

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

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

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

We incurred \$10 million, \$21 million and \$13 million of acquisition-related expenses, primarily consisting of legal and consulting fees, in fiscal 2024, fiscal 2023 and fiscal 2022, respectively, associated with our acquisitions and subsequent integrations.

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

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

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

NM - Not Meaningful

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

Interest expense decreased in fiscal 2024 and fiscal 2023 compared to previous years 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 approximately \$59 million. The remaining differences in Other, net for fiscal 2024 compared to fiscal 2023, and for fiscal 2023 compared to fiscal 2022, are primarily due to differences in foreign exchange gains and losses in each fiscal year.

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

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

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

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

discount rate. The tax-deductible amortization related to the transferred IP rights will be recognized in future periods and any amortization that is unused in a particular year can be carried forward indefinitely. The deferred tax asset and the tax benefit were measured based on the enacted tax rates expected to apply in the years the asset is expected to be realized. We expect to realize the deferred tax asset resulting from the IP Transfer and will assess the realizability of the deferred tax asset quarterly. Any Organisation for Economic Co-operation and Development's ("OECD") actions adopted internationally could impact our financial results in future periods. The impact of the transaction to net cash provided by or used in 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, except percentages)	April 26, 2024	April 28, 2023
Cash, cash equivalents and short-term investments	\$ 3,252	\$ 3,070
Principal amount of debt	\$ 2,400	\$ 2,400

The following is a summary of our cash flow activities:

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

As of April 26, 2024, our cash, cash equivalents and short-term investments totaled \$3.3 billion, reflecting an increase of \$0.2 billion from April 28, 2023. The increase was primarily due to \$1.7 billion of cash generated from operating activities, partially offset by \$900 million used to repurchase shares of our common stock, \$416 million used for the payment of dividends, and \$155 million in purchases of property and equipment. Net working capital was \$791 million as of April 26, 2024, a reduction of \$422 million when compared to April 28, 2023, primarily due to the reclassification of \$400 million principal amount of our senior notes from long-term to current liabilities.

#### *Cash Flows from Operating Activities*

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

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

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

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

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

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

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

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

#### *Cash Flows from Investing Activities*

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

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

#### *Cash Flows from Financing Activities*

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

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

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. However, in the event our liquidity is insufficient, we may be required to curtail spending and implement additional cost saving measures and restructuring actions or enter into new financing arrangements. We cannot be certain that we will continue to generate cash flows at or above current levels or that we will be able to obtain additional financing, if necessary, on satisfactory terms, if at all. For further discussion of factors that could affect our cash flows and liquidity requirements, see Part I, Item 1A. Risk Factors.

#### ***Liquidity***

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

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

	April 26, 2024	April 28, 2023
Cash and cash equivalents	\$ 1,903	\$ 2,316
Short-term investments	1,349	754
<b>Total</b>	<b>\$ 3,252</b>	<b>\$ 3,070</b>

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

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

#### *Senior Notes*

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

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

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.

#### *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 26, 2024.

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

#### *Capital Expenditure Requirements*

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

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

### ***Transition Tax Payments***

The Tax Cuts and Jobs Act of 2017 imposed a mandatory, one-time transition tax on accumulated foreign earnings and profits that had not previously been subject to U.S. income tax. As of April 26, 2024, outstanding payments related to the transition tax are estimated to be approximately \$215 million of which \$115 million and \$100 million are expected to be paid during fiscal 2025 and fiscal 2026, respectively. During fiscal 2024, transition tax payments totaled \$88 million. Our estimates for future transition tax payments, however, could change with further guidance or review from U.S. federal and state tax authorities or other regulatory bodies.

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

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

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

### ***Purchase Commitments***

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

### ***Financing Guarantees***

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

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 26, 2024 and April 28, 2023, the aggregate amount by which such contingencies exceeded the associated liabilities was not significant. To date, we have not experienced significant losses under our lease financing programs or other financing arrangements.

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



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

### ***Legal Contingencies***

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

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#### **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.

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.

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#### **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.

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:

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#### **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.

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 2024, 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.

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#### **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, including incremental commitments made in response to recent developments in the broader technology supply chain, which would adversely impact our operating results.

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

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#### **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.

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#### **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. Volatile macroeconomic and market conditions have increased the level of uncertainty and subjectivity of certain management assumptions and estimates.

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:

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### Key Estimates and Assumptions

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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.

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### Key Uncertainties

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

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

*Debt* — As of April 26, 2024 we have outstanding \$2.4 billion aggregate principal amount of Senior Notes. We carry these instruments at face value less unamortized discount and issuance costs on our consolidated balance sheets. Since these instruments bear interest at fixed rates, we have no financial statement risk associated with changes in interest rates. However, the fair value of these instruments fluctuates when interest rates change. See Note 8 – Financing Arrangements of the Notes to Consolidated Financial Statements included in Part II, Item 8 for more information.

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

## **Foreign Currency Exchange Rate Risk**

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

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

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

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

	April 26, 2024	April 28, 2023
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 1,903	\$ 2,316
Short-term investments	1,349	754
Accounts receivable	1,007	987
Inventories	186	167
Other current assets	452	456
<b>Total current assets</b>	<b>4,897</b>	<b>4,680</b>
Property and equipment, net	604	650
Goodwill	2,759	2,759
Purchased intangible assets, net	124	181
Other non-current assets	1,503	1,548
<b>Total assets</b>	<b>\$ 9,887</b>	<b>\$ 9,818</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 517	\$ 392
Accrued expenses	1,013	857
Current portion of long-term debt	400	—
Short-term deferred revenue and financed unearned services revenue	2,176	2,218
<b>Total current liabilities</b>	<b>4,106</b>	<b>3,467</b>
Long-term debt	1,992	2,389
Other long-term liabilities	585	708
Long-term deferred revenue and financed unearned services revenue	2,058	2,095
<b>Total liabilities</b>	<b>8,741</b>	<b>8,659</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 26, 2024 or April 28, 2023	—	—
Common stock and additional paid-in capital, \$0.001 par value, 885 shares authorized; 206 and 212 shares issued and outstanding as of April 26, 2024 and April 28, 2023, respectively	997	945
Retained earnings	208	265
Accumulated other comprehensive loss	(59)	(51)
<b>Total stockholders' equity</b>	<b>1,146</b>	<b>1,159</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 9,887</b>	<b>\$ 9,818</b>

See accompanying notes to consolidated financial statements.

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
<b>Revenues:</b>			
Product	\$ 2,849	\$ 3,049	\$ 3,284
Services	3,419	3,313	3,034
Net revenues	<u>6,268</u>	<u>6,362</u>	<u>6,318</u>
<b>Cost of revenues:</b>			
Cost of product	1,137	1,517	1,554
Cost of services	698	636	544
Total cost of revenues	<u>1,835</u>	<u>2,153</u>	<u>2,098</u>
Gross profit	<u>4,433</u>	<u>4,209</u>	<u>4,220</u>
<b>Operating expenses:</b>			
Sales and marketing	1,828	1,829	1,857
Research and development	1,029	956	881
General and administrative	308	265	279
Restructuring charges	44	120	33
Acquisition-related expense	10	21	13
Total operating expenses	<u>3,219</u>	<u>3,191</u>	<u>3,063</u>
<b>Income from operations</b>	<u>1,214</u>	<u>1,018</u>	<u>1,157</u>
Other income (expense), net	49	48	(62)
<b>Income before income taxes</b>	<u>1,263</u>	<u>1,066</u>	<u>1,095</u>
Provision (benefit) for income taxes	277	(208)	158
<b>Net income</b>	<u>\$ 986</u>	<u>\$ 1,274</u>	<u>\$ 937</u>
<b>Net income per share:</b>			
Basic	<u>\$ 4.74</u>	<u>\$ 5.87</u>	<u>\$ 4.20</u>
Diluted	<u>\$ 4.63</u>	<u>\$ 5.79</u>	<u>\$ 4.09</u>
<b>Shares used in net income per share calculations:</b>			
Basic	<u>208</u>	<u>217</u>	<u>223</u>
Diluted	<u>213</u>	<u>220</u>	<u>229</u>

See accompanying notes to consolidated financial statements.



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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
<b>Net income</b>	\$ 986	\$ 1,274	\$ 937
<b>Other comprehensive loss:</b>			
Foreign currency translation adjustments	(5)	(4)	(17)
Defined benefit obligations:			
Defined benefit obligation adjustments	(4)	(2)	3
Unrealized gains on available-for-sale securities:			
Unrealized holding losses arising during the period	—	—	(1)
Unrealized gains (losses) on cash flow hedges:			
Unrealized holding gains (losses) arising during the period	2	(6)	8
Reclassification adjustments for (gains) losses included in net income	(1)	5	(7)
<b>Other comprehensive loss</b>	<b>(8)</b>	<b>(7)</b>	<b>(14)</b>
<b>Comprehensive income</b>	<b>\$ 978</b>	<b>\$ 1,267</b>	<b>\$ 923</b>

See accompanying notes to consolidated financial statements.

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
<b>Cash flows from operating activities:</b>			
Net income	\$ 986	\$ 1,274	\$ 937
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	255	248	194
Non-cash operating lease cost	45	52	55
Stock-based compensation	357	312	245
Deferred income taxes	53	(606)	(144)
Other items, net	(13)	(67)	(54)
Changes in assets and liabilities, net of acquisitions of businesses:			
Accounts receivable	(33)	260	(313)
Inventories	(18)	37	(90)
Other operating assets	(62)	(63)	(21)
Accounts payable	123	(207)	181
Accrued expenses	113	(103)	(111)
Deferred revenue and financed unearned services revenue	(14)	46	384
Long-term taxes payable	(106)	(76)	(45)
Other operating liabilities	(1)	—	(7)
Net cash provided by operating activities	<u>1,685</u>	<u>1,107</u>	<u>1,211</u>
<b>Cash flows from investing activities:</b>			
Purchases of investments	(2,635)	(1,269)	(18)
Maturities, sales and collections of investments	2,055	550	63
Purchases of property and equipment	(155)	(239)	(226)
Acquisitions of businesses, net of cash acquired	—	(491)	(380)
Other investing activities, net	—	59	—
Net cash used in investing activities	<u>(735)</u>	<u>(1,390)</u>	<u>(561)</u>
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of common stock under employee stock award plans	100	108	105
Payments for taxes related to net share settlement of stock awards	(127)	(84)	(74)
Repurchase of common stock	(900)	(850)	(600)
Repayments and extinguishment of debt	—	(250)	—
Dividends paid	(416)	(432)	(446)
Other financing activities, net	(1)	(5)	(2)
Net cash used in financing activities	<u>(1,344)</u>	<u>(1,513)</u>	<u>(1,017)</u>
<b>Effect of exchange rate changes on cash, cash equivalents and restricted cash</b>	(19)	(1)	(49)
<b>Net change in cash, cash equivalents and restricted cash</b>	(413)	(1,797)	(416)
<b>Cash, cash equivalents and restricted cash:</b>			
Beginning of period	2,322	4,119	4,535
End of period	<u>\$ 1,909</u>	<u>\$ 2,322</u>	<u>\$ 4,119</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 Capital		Retained Earnings	Accumulated Other Comprehensive Loss	Total
	Shares	Amount			
<b>Balances, April 30, 2021</b>	222	\$ 504	\$ 211	\$ (30)	\$ 685
Net income	—	—	937	—	937
Other comprehensive loss	—	—	—	(14)	(14)
Issuance of common stock under employee stock award plans, net of taxes	5	31	—	—	31
Repurchase of common stock	(7)	(20)	(580)	—	(600)
Stock-based compensation	—	245	—	—	245
Cash dividends declared (\$2.00 per common share)	—	—	(446)	—	(446)
<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 per common share)	—	(106)	(326)	—	(432)
<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 per common share)	—	(171)	(245)	—	(416)
<b>Balances, April 26, 2024</b>	206	\$ 997	\$ 208	\$ (59)	\$ 1,146

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) makes data infrastructure intelligent by combining unified data storage, integrated data services, and CloudOps solutions. NetApp creates silo-free infrastructure, harnessing observability and artificial intelligence to enable seamless data management. 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 2024, 2023 and 2022, which ended on April 26, 2024, April 28, 2023 and April 29, 2022, 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 26, 2024.

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

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

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

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

*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:

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

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

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

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

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

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

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. This ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024 on a retrospective basis. We are currently evaluating the effect of this pronouncement on our 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 approximately \$498 million. Instaclustr is a leading platform provider of fully managed open-source database, pipeline and workflow applications delivered as-a-service.

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

	<b>Amount</b>
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):

	<b>Amount</b>	<b>Estimated useful life (years)</b>
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.

### Fiscal 2022 Acquisitions

#### *Fylamynt Acquisition*

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

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

	<b>Amount</b>
Cash	\$ 1
Developed technology	6
Goodwill	20
Total assets acquired	27
Total purchase price	\$ 27

#### *CloudCheckr Acquisition*

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

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

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

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

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

#### ***Data Mechanics Acquisition***

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

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

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

The acquired assets and assumed liabilities of Fylamynt, CloudCheckr and Data Mechanics were recorded at their estimated values. We determined the estimated values with the assistance of valuations and appraisals performed by third party specialists and estimates made by management. We expect to realize incremental revenue by offering continuous cost optimization and managed services from our existing capabilities to help customers improve their cloud resources and realize the benefits of cloud faster and at scale. We also anticipate opportunities for growth through the ability to leverage additional future products and capabilities. These factors, among others, contributed to a purchase price in excess of the estimated fair value of their identifiable net assets acquired, and as a result, we have recorded goodwill in connection with these acquisitions. The goodwill is not deductible for income tax purposes.

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

#### **5. Goodwill and Purchased Intangible Assets, Net**

Goodwill activity is summarized as follows (in millions):

	<b>Amount</b>
Balance as of April 29, 2022	\$ 2,346
Additions	413
Balance as of April 28, 2023	2,759
Additions	—
Balance as of April 26, 2024	\$ 2,759

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

	<b>Amount</b>
Hybrid Cloud	\$ 1,714
Public Cloud	1,045
<b>Total goodwill</b>	<b>\$ 2,759</b>

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

	<b>April 26, 2024</b>			<b>April 28, 2023</b>		
	<b>Gross Assets</b>	<b>Accumulated Amortization</b>	<b>Net Assets</b>	<b>Gross Assets</b>	<b>Accumulated Amortization</b>	<b>Net Assets</b>
Developed technology	\$ 179	\$ (108)	\$ 71	\$ 212	\$ (107)	\$ 105
Customer contracts/relationships	114	(62)	52	118	(44)	74
Other purchased intangibles	6	(5)	1	6	(4)	2
<b>Total purchased intangible assets</b>	<b>\$ 299</b>	<b>\$ (175)</b>	<b>\$ 124</b>	<b>\$ 336</b>	<b>\$ (155)</b>	<b>\$ 181</b>

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

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

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

<b>Fiscal Year</b>	<b>Amount</b>
2025	\$ 55
2026	39
2027	29
2028	1
<b>Total</b>	<b>\$ 124</b>

## 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:

	<b>April 26, 2024</b>	<b>April 28, 2023</b>
Cash and cash equivalents	\$ 1,903	\$ 2,316
Restricted cash	6	6
<b>Cash, cash equivalents and restricted cash</b>	<b>\$ 1,909</b>	<b>\$ 2,322</b>

### *Inventories (in millions):*

	<b>April 26, 2024</b>	<b>April 28, 2023</b>
Purchased components	\$ 116	\$ 65
Finished goods	70	102
<b>Inventories</b>	<b>\$ 186</b>	<b>\$ 167</b>

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

	April 26, 2024	April 28, 2023
Land	\$ 46	\$ 46
Buildings and improvements	367	359
Leasehold improvements	81	91
Computer, production, engineering and other equipment	1,101	1,053
Computer software	340	325
Furniture and fixtures	77	84
Construction-in-progress	70	55
	<u>2,082</u>	<u>2,013</u>
Accumulated depreciation and amortization	(1,478)	(1,363)
Property and equipment, net	<u>\$ 604</u>	<u>\$ 650</u>

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

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

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

	April 26, 2024	April 28, 2023
Deferred tax assets	\$ 896	\$ 948
Operating lease ROU assets	247	281
Other assets	360	319
Other non-current assets	<u>\$ 1,503</u>	<u>\$ 1,548</u>

Other non-current assets as of April 26, 2024 and April 28, 2023 include \$85 million and \$80 million, respectively, for our 49% non-controlling equity interest in Lenovo NetApp Technology Limited (LNLT), a China-based entity that we formed with Lenovo (Beijing) Information Technology Ltd. in fiscal 2019. LNLT 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. LNLT 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 26, 2024	April 28, 2023
Accrued compensation and benefits	\$ 538	\$ 363
Product warranty liabilities	18	17
Operating lease liabilities	40	47
Other current liabilities	417	430
Accrued expenses	<u>\$ 1,013</u>	<u>\$ 857</u>

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

	April 26, 2024	April 28, 2023
Liability for uncertain tax positions	\$ 153	\$ 144
Income taxes payable	100	215
Product warranty liabilities	9	8
Operating lease liabilities	220	248
Other liabilities	103	93
Other long-term liabilities	<u>\$ 585</u>	<u>\$ 708</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 26, 2024	April 28, 2023
Deferred product revenue	\$ 59	\$ 18
Deferred services revenue	4,123	4,247
Financed unearned services revenue	52	48
Total	<u>\$ 4,234</u>	<u>\$ 4,313</u>

Reported as:

Short-term	\$ 2,176	\$ 2,218
Long-term	2,058	2,095
Total	<u>\$ 4,234</u>	<u>\$ 4,313</u>

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

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

#### ***Deferred commissions***

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

	April 26, 2024	April 28, 2023
Other current assets	\$ 69	\$ 64
Other non-current assets	100	99
Total deferred commissions	<u>\$ 169</u>	<u>\$ 163</u>

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

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
Interest income	\$ 112	\$ 69	\$ 7
Interest expense	(64)	(67)	(73)
Other, net	1	46	4
Other income (expense), net	<u>\$ 49</u>	<u>\$ 48</u>	<u>\$ (62)</u>

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

#### ***Statements of cash flows additional information (in millions):***

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

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

## 7. Financial Instruments and Fair Value Measurements

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

*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 26, 2024 and April 28, 2023 (in millions):

	April 26, 2024	April 28, 2023
U.S. Treasury and government debt securities	\$ 1,349	\$ 754
Money market funds	1,161	794
Certificates of deposit	12	59
Mutual funds	38	36
Total debt and equity securities	\$ 2,560	\$ 1,643

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

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

### ***Fair Value of Financial Instruments***

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

	<b>April 26, 2024</b>		
	<b>Total</b>	<b>Fair Value Measurements at Reporting Date Using</b>	
		<b>Level 1</b>	<b>Level 2</b>
<b>Cash and cash equivalents:</b>			
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
<b>Short-term investments:</b>			
U.S. Treasury and government debt securities	1,349	1,349	—
Total short-term investments	1,349	1,349	—
Total cash, cash equivalents and short-term investments	\$ 3,252	\$ 3,240	\$ 12
<b>Other items:</b>			
Mutual funds <sup>(1)</sup>	\$ 6	\$ 6	\$ —
Mutual funds <sup>(2)</sup>	\$ 32	\$ 32	\$ —
Foreign currency exchange contracts assets <sup>(1)</sup>	\$ 1	\$ —	\$ 1
Foreign currency exchange contracts liabilities <sup>(3)</sup>	\$ (13)	\$ —	\$ (13)
<b>April 28, 2023</b>			
	<b>Total</b>	<b>Fair Value Measurements at Reporting Date Using</b>	
		<b>Level 1</b>	<b>Level 2</b>
<b>Cash and cash equivalents:</b>			
Cash	\$ 1,463	\$ 1,463	\$ —
Money market funds	794	794	—
Certificates of deposit	59	—	59
Total cash and cash equivalents	2,316	2,257	59
<b>Short-term investments:</b>			
U.S. Treasury and government debt securities	754	754	—
Total short-term investments	754	754	—
Total cash, cash equivalents and short-term investments	\$ 3,070	\$ 3,011	\$ 59
<b>Other items:</b>			
Mutual funds <sup>(1)</sup>	\$ 7	\$ 7	\$ —
Mutual funds <sup>(2)</sup>	\$ 29	\$ 29	\$ —
Foreign currency exchange contracts assets <sup>(1)</sup>	\$ 13	\$ —	\$ 13
Foreign currency exchange contracts liabilities <sup>(3)</sup>	\$ (4)	\$ —	\$ (4)

<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 26, 2024 and April 28, 2023, we have not made any adjustments to the prices obtained from our third-party pricing providers.

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

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

### **8. Financing Arrangements**

#### ***Long-Term Debt***

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):

	<u>Effective Interest Rate</u>	<u>April 26, 2024</u>	<u>April 28, 2023</u>
3.30% Senior Notes Due September 2024	3.42%	\$ 400	\$ 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
Total principal amount		2,400	2,400
Unamortized discount and issuance costs		(8)	(11)
Total senior notes		2,392	2,389
Less: Current portion of long-term debt		(400)	—
Total long-term debt		<u>\$ 1,992</u>	<u>\$ 2,389</u>

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

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

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

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

We may redeem the Senior Notes in whole or in part, at any time at our option at specified redemption prices. In addition, upon the occurrence of certain change of control triggering events, we may be required to repurchase the Senior Notes under specified terms. The Senior Notes also include covenants that limit our ability to incur debt secured by liens on 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 26, 2024, we were in compliance with all covenants associated with the Senior Notes.

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

<u>Fiscal Year</u>	<u>Amount</u>
2025	\$ 400
2026	750
2027	—
2028	550
Thereafter	700
Total	<u>\$ 2,400</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 26, 2024 or April 28, 2023.

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

## **9. Leases**

We lease real estate, equipment and automobiles in the U.S. and internationally. Our real estate leases, which are responsible for the majority of our aggregate ROU asset and liability balances, include leases for office space, data centers and other facilities, and as of April 26, 2024, have remaining lease terms not exceeding 18 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 26, 2024, have remaining lease terms not exceeding 4 years. As of April 26, 2024, our automobile leases have remaining lease terms not exceeding 4 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):

	<u>Year Ended</u>	
	<u>April 26, 2024</u>	<u>April 28, 2023</u>
Operating lease cost	\$ 53	\$ 61
Variable lease cost	15	16
Total lease cost	<u>\$ 68</u>	<u>\$ 77</u>

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):

	<u>Year Ended</u>	
	<u>April 26, 2024</u>	<u>April 28, 2023</u>
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 50	\$ 55
Right-of-use assets obtained in exchange for new operating lease obligations	\$ 17	\$ 38

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

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

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

Fiscal Year	Amount
2025	\$ 45
2026	40
2027	34
2028	29
2029	27
Thereafter	127
Total lease payments	302
Less: Interest	(42)
Total	\$ 260

## 10. Stockholders' Equity

### *Equity Incentive Programs*

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

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

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

## Stock Options

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

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

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

## Restricted Stock Units

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

In fiscal 2024, 2023 and 2022, we granted PBRsUs to certain of our executives. Each PBRsU has performance-based vesting criteria (in addition to the service-based vesting criteria) such that the 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 2024 and 2023, and for most of the PBRsUs granted in fiscal 2022, 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 2024 and 2023, 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 2024, 2023 and 2022 was \$39 million, \$28 million and \$59 million, respectively, and these amounts are being recognized to compensation expense over the remaining performance/service periods.

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

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

	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding as of April 30, 2021	9	\$ 47.75
Granted	5	\$ 80.40
Vested	(3)	\$ 48.91
Forfeited	(1)	\$ 57.46
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

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

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

#### *Employee Stock Purchase Plan*

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

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

#### *Stock-Based Compensation Expense*

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

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

As of April 26, 2024, total unrecognized compensation expense related to our equity awards was \$578 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:

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
<b>RSUs:</b>			
Risk-free interest rate	4.9%	3.1%	0.5%
Expected dividend yield	2.6%	2.9%	2.4%
Weighted-average fair value per share granted	\$ 76.46	\$ 59.87	\$ 80.40
<b>ESPP:</b>			
Expected term in years	1.2	1.2	1.2
Risk-free interest rate	4.9%	3.9%	0.2%
Expected volatility	30%	36%	37%
Expected dividend yield	2.8%	2.9%	2.4%
Weighted-average fair value per right granted	\$ 17.37	\$ 21.28	\$ 24.75

### ***Stock Repurchase Program***

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

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
Number of shares repurchased	12	13	7
Average price per share	\$ 77.87	\$ 66.42	\$ 84.49
Stock repurchases allocated to additional paid-in capital	\$ 102	\$ 45	\$ 20
Stock repurchases allocated to retained earnings	\$ 798	\$ 805	\$ 580
Remaining authorization at end of period	\$ 502	\$ 402	\$ 1,252

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

### ***Preferred Stock***

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

### ***Dividends***

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

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

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

### Accumulated Other Comprehensive Income (Loss)

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 30, 2021	\$ (27)	\$ (4)	\$ 1	\$ —	\$ (30)
OCI before reclassifications, net of tax	(17)	3	(1)	8	(7)
Amounts reclassified from AOCI, net of tax	—	—	—	(7)	(7)
Total OCI	(17)	3	(1)	1	(14)
Balance as of April 29, 2022	(44)	(1)	—	1	(44)
OCI before reclassifications, net of tax	(4)	(2)	—	(6)	(12)
Amounts reclassified from AOCI, net of tax	—	—	—	5	5
Total OCI	(4)	(2)	—	(1)	(7)
Balance as of April 28, 2023	(48)	(3)	—	—	(51)
OCI before reclassifications, net of tax	(5)	(4)	—	2	(7)
Amounts reclassified from AOCI, net of tax	—	—	—	(1)	(1)
Total OCI	(5)	(4)	—	1	(8)
Balance as of April 26, 2024	\$ (53)	\$ (7)	\$ —	\$ 1	\$ (59)

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

	Year Ended			Statements of Income Classification
	April 26, 2024	April 28, 2023	April 29, 2022	
Realized (gains) losses on cash flow hedges	\$ (1)	\$ 5	\$ (7)	Net revenues
Total reclassifications	\$ (1)	\$ 5	\$ (7)	

### 11. Derivatives and Hedging Activities

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

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

	April 26, 2024	April 28, 2023
<b>Cash Flow Hedges</b>		
Forward contracts purchased	\$ 71	\$ 95
<b>Balance Sheet Contracts</b>		
Forward contracts sold	\$ 881	\$ 965
Forward contracts purchased	\$ 11	\$ 96

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

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

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

## 12. Restructuring Charges

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

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

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

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

	Total
Balance as of April 30, 2021	\$ 1
Net charges	33
Cash payments	(31)
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

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

## 13. Income Taxes

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
Domestic	\$ 472	\$ 420	\$ 546
Foreign	791	646	549
Total	\$ 1,263	\$ 1,066	\$ 1,095



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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
<b>Current:</b>			
Federal	\$ 89	\$ 209	\$ 187
State	25	39	55
Foreign	110	150	60
Total current	<u>224</u>	<u>398</u>	<u>302</u>
<b>Deferred:</b>			
Federal	24	(44)	(125)
State	6	(3)	(27)
Foreign	23	(559)	8
Total deferred	<u>53</u>	<u>(606)</u>	<u>(144)</u>
Provision (benefit) for income taxes	<u>\$ 277</u>	<u>\$ (208)</u>	<u>\$ 158</u>

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):

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
Tax computed at federal statutory rate	\$ 265	\$ 224	\$ 230
State income taxes, net of federal benefit	22	24	15
Foreign earnings in lower tax jurisdictions	(40)	(43)	(46)
Stock-based compensation	12	25	(8)
Research and development credits	(22)	(24)	(18)
Benefit for foreign derived intangible income	—	—	(49)
Global minimum tax on intangible income	46	61	1
Transition tax and related reserves	—	—	1
Tax charges (benefits) from integration of acquired companies	4	(27)	23
Tax benefit due to IP Transfer	—	(524)	—
Resolution of income tax matters <sup>(1)</sup>	(4)	71	(3)
Other	(6)	5	12
Provision (benefit) for income taxes	<u>\$ 277</u>	<u>\$ (208)</u>	<u>\$ 158</u>

(1) 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 currently in progress IRS audit of our fiscal 2018 and 2019 U.S. tax returns. During fiscal 2022, we recognized a tax benefit related to the lapse of statute of limitations for certain issues in our fiscal 2012 and 2013 state income tax returns.

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

	April 26, 2024	April 28, 2023
Deferred tax assets:		
Reserves and accruals	\$ 126	\$ 189
Net operating loss and credit carryforwards	129	124
Stock-based compensation	25	23
Deferred revenue and financed unearned services revenue	252	264
Acquired intangibles	499	523
Capitalized research and development <sup>(1)</sup>	141	111
Other	12	10
Gross deferred tax assets	1,184	1,244
Valuation allowance	(121)	(113)
Deferred tax assets, net of valuation allowance	1,063	1,131
Deferred tax liabilities:		
Prepays and accruals	90	94
Acquired intangibles	68	66
Property and equipment	36	50
Other	3	2
Total deferred tax liabilities	197	212
Deferred tax assets, net of valuation allowance and deferred tax liabilities	\$ 866	\$ 919

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

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

As of April 26, 2024, we have federal net operating loss carryforwards of approximately \$10 million. In addition, we have gross state net operating loss and tax credit carryforwards of \$9 million and \$143 million, respectively. The majority of the state credit carryforwards are California research credits which are offset by a valuation allowance as we believe it is more likely than not that these credits will not be utilized. We also have \$1 million of foreign net operating losses and \$31 million of foreign tax credit carryforwards of which the majority were generated by our Dutch subsidiary and are fully offset by a valuation allowance. Certain acquired net operating loss carryforwards are subject to an annual limitation under Internal Revenue Code Section 382, but are expected to be realized with the exception of those which have a valuation allowance. The state and foreign net operating loss carryforwards and credits will expire in various years from fiscal 2025 through 2042. The federal net operating loss carryforwards, the California research credit, and the Dutch foreign tax credit carryforwards do not expire.

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

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

As of April 26, 2024, we had \$220 million of gross unrecognized tax benefits, of which \$153 million has been recorded in other long-term liabilities. Unrecognized tax benefits of \$154 million, including penalties, interest and indirect benefits, would affect our provision for income taxes if recognized.

We recognized expense for increases to accrued interest and penalties related to unrecognized tax benefits in the income tax provision of approximately \$11 million, \$7 million and \$4 million, respectively, in fiscal 2024, fiscal 2023 and fiscal 2022. Accrued interest and penalties of \$33 million and \$22 million were recorded in the consolidated balance sheets as of April 26, 2024 and April 28, 2023, respectively.

The Organisation for Economic Co-operation and Development (“OECD”) recently enacted model rules for a new global minimum tax framework known as Pillar Two. These rules have been agreed to by most OECD members. The OECD has since issued administrative guidance providing transition and safe harbor rules around the implementation of Pillar Two rules. On February 1, 2023, the FASB indicated that they believe taxes imposed under Pillar Two is an alternative minimum tax. Accordingly, deferred tax assets and liabilities associated with the minimum tax would not be recognized or adjusted for the estimated future effects of the minimum tax but would be recognized in the period incurred. We will be subject to Pillar Two rules starting in our fiscal year 2025. We do not currently expect Pillar Two taxes to have a significant impact on our financial statements, particularly due to the safe harbor relief during the transition period, but we are still closely monitoring developments.

Any OECD actions adopted internationally could impact our financial results in future periods.

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

**Fiscal Years Subject to Examination for Major Tax Jurisdictions at April 26, 2024**

2018 — 2024	United States — federal income tax
2018 — 2024	United States — state and local income tax
2020 — 2024	Australia
2018 — 2024	Germany
2007 — 2024	India
2018 — 2024	The Netherlands
2017 — 2024	Canada
2020 — 2024	Japan
2014 — 2024	Hong Kong
2022 — 2024	United Kingdom
2021 — 2024	France
2022 — 2024	Ireland

We are currently undergoing various income tax audits in the U.S. and audits in several foreign tax jurisdictions. Transfer pricing calculations are key topics under these audits and are often subject to dispute and appeals.

We 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 26, 2024, we continue to record a deferred tax liability related to state taxes on unremitted earnings of certain foreign entities. We estimate the unrecognized deferred tax liability related to the earnings we expect to be indefinitely reinvested to be immaterial. We will continue to monitor our plans to indefinitely reinvest undistributed earnings of foreign subsidiaries and will assess the related unrecognized deferred tax liability considering our ongoing projected global cash requirements, tax consequences associated with repatriation and any U.S. or foreign government programs designed to influence remittances.

#### 14. Net Income per Share

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
<b>Numerator:</b>			
Net income	\$ 986	\$ 1,274	\$ 937
<b>Denominator:</b>			
Shares used in basic computation	208	217	223
Dilutive impact of employee equity award plans	5	3	6
Shares used in diluted computation	213	220	229
<b>Net Income per Share:</b>			
Basic	\$ 4.74	\$ 5.87	\$ 4.20
Diluted	\$ 4.63	\$ 5.79	\$ 4.09

Two million and six million shares from outstanding employee equity awards were excluded from the diluted net income per share calculations for fiscal 2024 and fiscal 2023, respectively, as their inclusion would have been anti-dilutive. No potential shares from outstanding employee equity awards were excluded from the diluted net income per share calculation for fiscal 2022.

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

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. We do not allocate to our segments certain cost of revenues which we manage at the corporate level. These unallocated costs include stock-based compensation and amortization of intangible assets. We do not allocate assets to our segments.

*Hybrid Cloud* offers a unified data storage portfolio of storage management and infrastructure solutions that help customers modernize their data centers. This portfolio supports structured and unstructured data with unified storage optimized for flash, disk, and cloud storage to handle data-intensive workloads and applications. Hybrid Cloud is composed of software, hardware, and related support, as well as professional and other services.

*Public Cloud* offers a portfolio of products delivered primarily as-a-service, including related support. This portfolio includes cloud storage and CloudOps services. Public Cloud includes certain reseller arrangements in which the timing of our consideration follows the end user consumption of the reseller services.

#### Segment Revenues and Gross Profit

Financial information by segment is as follows (in millions, except percentages):

	Year Ended April 26, 2024		
	Hybrid Cloud	Public Cloud	Consolidated
Product revenues	\$ 2,849	\$ —	\$ 2,849
Support revenues	2,488	—	2,488
Professional and other services revenues	320	—	320
Public cloud revenues	—	611	611
Net revenues	5,657	611	6,268
Cost of product revenues	1,131	—	1,131
Cost of support revenues	195	—	195
Cost of professional and other services revenues	243	—	243
Cost of public cloud revenues	—	203	203
Segment cost of revenues	1,569	203	1,772
Segment gross profit	\$ 4,088	\$ 408	\$ 4,496
Segment gross margin	72.3%	66.8%	71.7%
Unallocated cost of revenues <sup>1</sup>			63
Total gross profit			\$ 4,433
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.

	Year Ended April 28, 2023		
	Hybrid Cloud	Public Cloud	Consolidated
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.

	Year Ended April 29, 2022		
	Hybrid Cloud	Public Cloud	Consolidated
Product revenues	\$ 3,284	\$ —	\$ 3,284
Support revenues	2,344	—	2,344
Professional and other services revenues	294	—	294
Public cloud revenues	—	396	396
Net revenues	5,922	396	6,318
Cost of product revenues	1,541	—	1,541
Cost of support revenues	184	—	184
Cost of professional and other services revenues	205	—	205
Cost of public cloud revenues	—	118	118
Segment cost of revenues	1,930	118	2,048
Segment gross profit	\$ 3,992	\$ 278	\$ 4,270
Segment gross margin	67.4 %	70.2 %	67.6 %
Unallocated cost of revenues <sup>1</sup>			50
Total gross profit			\$ 4,220
Total gross margin			66.8 %

<sup>1</sup> Unallocated cost of revenues are composed of \$17 million of stock-based compensation expense and \$33 million of amortization of intangible assets.

### Geographical Revenues and Certain Assets

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
United States, Canada and Latin America (Americas)	\$ 3,193	\$ 3,237	\$ 3,343
Europe, Middle East and Africa (EMEA)	2,104	2,148	2,003
Asia Pacific (APAC)	971	977	972
Net revenues	\$ 6,268	\$ 6,362	\$ 6,318

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

Americas revenues consist of sales to Americas commercial and U.S. public sector markets. Sales to customers inside the U.S. were \$2,952 million, \$3,007 million and \$3,095 million during fiscal 2024, 2023 and 2022, respectively.

The majority of our assets, excluding cash, cash equivalents, short-term investments and accounts receivable, were attributable to our domestic operations. The following table presents cash, cash equivalents and short-term investments held in the U.S. and internationally in various foreign subsidiaries (in millions):

	April 26, 2024	April 28, 2023
U.S.	\$ 1,142	\$ 887
International	2,110	2,183
<b>Total</b>	<b>\$ 3,252</b>	<b>\$ 3,070</b>

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 26, 2024	April 28, 2023
U.S.	\$ 378	\$ 413
International	226	237
<b>Total</b>	<b>\$ 604</b>	<b>\$ 650</b>

#### *Significant Customers*

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

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
Arrow Electronics, Inc.	22 %	24 %	24 %
TD Synnex Corporation (previously presented as Tech Data Corporation)	22 %	21 %	21 %

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

	April 26, 2024	April 28, 2023
Arrow Electronics, Inc.	10 %	15 %
TD Synnex Corporation (previously presented as Tech Data Corporation)	26 %	19 %

## **16. Employee Benefits and Deferred Compensation**

### *Employee 401(k) Plan*

Our 401(k) Plan is a deferred salary arrangement under Section 401(k) of the Internal Revenue Code. Under the 401(k) Plan, participating U.S. employees may defer a portion of their pre-tax earnings, up to the IRS annual contribution limit. We match 100% of the first 2% of eligible earnings an employee contributes to the 401(k) Plan, and then match 50% of the next 4% of eligible earnings an employee contributes. An employee receives the full 4% match when he/she contributes at least 6% of his/her eligible earnings, up to a maximum calendar year matching contribution of \$6,000. Our employer matching contributions to the 401(k) Plan were as follows (in millions):

	Year Ended		
	April 26, 2024	April 28, 2023	April 29, 2022
401(k) matching contributions	\$ 29	\$ 33	\$ 31

### *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 26, 2024	April 28, 2023
Deferred compensation plan assets	\$ 38	\$ 36
Deferred compensation liabilities reported as:		
Accrued expenses	\$ 6	\$ 7
Other long-term liabilities	\$ 32	\$ 29

#### *Defined Benefit Plans*

We maintain various defined benefit plans to provide termination and postretirement benefits to certain eligible employees outside of the U.S. We also provide disability benefits to certain eligible employees in the U.S. Eligibility is determined based on the terms of our plans and local statutory requirements.

The funded status of our defined benefit plans, which is recognized in other long-term liabilities in our consolidated balance sheets, was as follows (in millions):

	April 26, 2024	April 28, 2023
Fair value of plan assets	\$ 55	\$ 44
Benefit obligations	(91)	(75)
Unfunded obligations	<u>\$ (36)</u>	<u>\$ (31)</u>

## **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 26, 2024, we had \$0.5 billion in non-cancelable purchase commitments for inventory. We record a liability for firm, non-cancelable and unconditional purchase commitments for quantities in excess of our future demand forecasts consistent with the valuation of our excess and obsolete inventory. As of April 26, 2024 and April 28, 2023, such liability amounted to \$20 million and \$15 million, respectively, and is included in accrued expenses in our consolidated balance sheets. To the extent that such forecasts are not achieved, our commitments and associated accruals may change.

In addition to inventory commitments with contract manufacturers and component suppliers, we have open purchase orders and contractual obligations associated with our ordinary course of business for which we have not yet received goods or services. As of April 26, 2024, we had \$0.3 billion in other purchase obligations.

Of the total \$0.8 billion in purchase commitments, \$0.6 billion is due in fiscal 2025, with the remainder due thereafter.

### *Financing Guarantees*

While most of our arrangements for sales include short-term payment terms, from time to time we provide long-term financing to creditworthy customers. We have generally sold receivables financed through these arrangements on a non-recourse basis to third party financing institutions within 10 days of the contracts' dates of execution, and we classify the proceeds from these sales as cash flows from operating activities in our consolidated statements of cash flows. We account for the sales of these receivables as "true sales" as defined in the accounting standards on transfers of financial assets, as we are considered to have surrendered control of these financing receivables. Provided all other revenue recognition criteria have been met, we recognize product revenues for these arrangements, net of any payment discounts from financing transactions, upon product acceptance. We sold \$67 million, \$38 million and \$59 million of receivables during fiscal 2024, 2023 and 2022, 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 26, 2024 and April 28, 2023, the aggregate amount by which such contingencies exceeded the associated liabilities was not significant. To date, we have not experienced significant losses under our lease financing programs or other financing arrangements.

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

### ***Legal Contingencies***

When a loss is considered probable and reasonably estimable, we record a liability in the amount of our best estimate for the ultimate loss. However, the likelihood of a loss with respect to a particular contingency is often difficult to predict and determining a meaningful estimate of the loss or a range of loss may not be practicable based on the information available and the potential effect of future events and decisions by third parties that will determine the ultimate resolution of the contingency.

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 26, 2024 related to such matters.



## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of NetApp, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of NetApp, Inc. and subsidiaries (the "Company") as of April 26, 2024, and April 28, 2023, the related consolidated statements of income, comprehensive income, cash flows, and stockholders' equity, for each of the three years in the period ended April 26, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of April 26, 2024, and April 28, 2023, and the results of its operations and its cash flows for each of the three years in the period ended April 26, 2024, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of April 26, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated June 10, 2024, expressed an unqualified opinion on the Company's internal control over financial reporting.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the 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 10, 2024

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 26, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of April 26, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended April 26, 2024, of the Company and our report dated June 10, 2024, expressed an unqualified opinion on those financial statements.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over 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 10, 2024

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures****(a) Evaluation of Disclosure Controls and Procedures**

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 26, 2024, the end of the fiscal period covered by this Annual Report on Form 10-K (the Evaluation Date). Based on this evaluation, our CEO and CFO concluded as of the Evaluation Date that our disclosure controls and procedures were effective such that the information required to be disclosed in our SEC reports (i) is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and (ii) is accumulated and communicated to our management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

**(b) Management’s Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, our management concluded that, as of April 26, 2024, our internal control over financial reporting was effective at the reasonable assurance level based on those criteria.

The effectiveness of our internal control over financial reporting as of April 26, 2024 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is included in Part II, Item 8 of this Annual Report on Form 10-K.

**(c) Changes in Internal Control Over Financial Reporting**

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 2024 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*

On March 21, 2024, Cesar Cernuda, President of the Company, entered into a 10b5-1 trading arrangement intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) promulgated under the Exchange Act. The trading arrangement will expire on March 31, 2025, and may be terminated earlier in the limited circumstances defined in the trading arrangement. An aggregate of up to 88,000 shares may be sold pursuant to the trading arrangement.

On March 21, 2024, The Nevens Family 1997 Trust, a trust affiliated with T. Michael Nevens, Chair of the Board of Directors of the Company, entered into a 10b5-1 trading arrangement intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) promulgated under the Exchange Act. The trading arrangement will expire on June 18, 2025, and may be terminated earlier in the limited circumstances defined in the trading arrangement. An aggregate of up to 10,000 shares may be sold pursuant to the trading arrangement.

No other directors or executive officers of the Company adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of the Company's securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any non-Rule 10b5-1 trading arrangement, (as defined in Item 408(c) of Regulation S-K) during the quarterly period covered by this report.

*Form Equity Incentive Plan Agreements*

On May 15, 2024, the Talent and Compensation Committee of the Board of Directors approved new forms of time-based restricted stock unit (RSU) and performance-based restricted stock unit (PBRSU) award agreements for all participants in the NetApp, Inc. 2021 Equity Incentive Plan, as amended (the "2021 Plan"), other than the members of the Board of Directors, to, among other things: eliminate the ability to settle awards in cash if there are not sufficient shares; provide that the performance period of PBRsUs, which vest based on total shareholder return, will commence on the date of grant; provide for full acceleration of RSUs in the event of death or disability; and provide for a number of clarifying and best practice changes.

The foregoing is a summary description of the material terms of the changes to the forms of RSU award agreements and forms of PBRSU award agreements, and is qualified in its entirety by the text of each of the forms, which are attached hereto as Exhibits 10.20, 10.21, 10.22, and 10.23 and incorporated herein by reference.

In addition, the Board of Directors amended all outstanding RSU awards under the 2021 Plan to provide for the same death and disability vesting benefits described above.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not Applicable.

## PART III

### **Item 10. *Directors, Executive Officers and Corporate Governance***

The information required by Item 10 with respect to our executive officers is incorporated herein by reference from the information under Item 1 – Business of Part I of this Annual Report on Form 10-K under the section entitled “Information About Our Executive Officers.” The information required by Item 10 with respect to the Company’s directors and corporate governance is incorporated herein by reference from the information provided under the headings “Election of Directors” and “Corporate Governance,” respectively, in the Proxy Statement for the 2024 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission within 120 days of our year ended April 26, 2024. The information required by Item 405 of Regulation S-K is incorporated herein by reference from the information provided under the heading “Delinquent Section 16(a) Reports” in the Proxy Statement for the 2024 Annual Meeting of Stockholders, to the extent applicable.

We have adopted a written code of ethics that applies to our Board of Directors and all of our employees, including our principal executive officer and principal financial and accounting officer. A copy of the code of ethics, which we refer to as our “Code of Conduct,” is available on our website at <http://netapp.com/us/media/code-of-conduct.pdf>. We will post any amendments to or waivers from the provisions of our Code of Conduct on our website.

We have adopted our Insider Trading Policy governing the purchase, sale, and/or other dispositions of our securities by our directors, officers, and employees and other covered persons that we believe is reasonably designed to promote compliance with insider trading laws, rules and regulations, and the exchange listing standards applicable to us. A copy of our Insider Trading Policy is filed as Exhibit 19.1 to this Annual Report on Form 10-K.

### **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 2024 Annual Meeting of Stockholders (provided that the information under the heading “Pay Versus Performance” shall not be deemed to be incorporated by reference herein).

### **Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

Information regarding security ownership of certain beneficial owners and management and related stockholder matters is incorporated by reference from the information under the heading “Security Ownership of Certain Beneficial Owners and Management” in our Proxy Statement for the 2024 Annual Meeting of Stockholders.

### **Item 13. *Certain Relationships and Related Transactions, and Director Independence***

Information regarding certain relationships and related transactions and director independence is incorporated by reference from the information under the headings “Corporate Governance” and “Certain Transactions with Related Parties” in our Proxy Statement for the 2024 Annual Meeting of Stockholders.

### **Item 14. *Principal Accountant Fees and Services***

The information required by this item is incorporated by reference from the information under the caption “Audit Fees” in our Proxy Statement for the 2024 Annual Meeting of Stockholders.

With the exception of the information incorporated in Items 10, 11, 12, 13 and 14 of this Annual Report on Form 10-K, NetApp’s Proxy Statement is not deemed “filed” as part of this Annual Report on Form 10-K.

## PART IV

### **Item 15. *Exhibits, Financial Statement Schedules***

#### **(a) Documents filed as part of this report**

##### **(1) All Financial Statements**

See index to Consolidated Financial Statements in Part II, Item 8 of this Form 10-K.

##### **(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	Incorporation by Reference			
		Form	File No.	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="#">Description of Capital Stock of the Company.</a>	—	—	—	—
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
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="#"><u>Form of Restricted Stock Unit Agreement (Employees) approved for use under the Company's 1999 Stock option Plan, effective June 2019.</u></a>	10-K	000-27130	10.14	June 15, 2020
10.8*	<a href="#"><u>Form of Restricted Stock Unit Agreement approved for use under the Company's amended and restated 1999 Stock Option Plan (Non-Employees Directors).</u></a>	10-K	000-27130	10.17	June 18, 2010
10.9*	<a href="#"><u>Form of Restricted Stock Unit Agreement (Non-Employee Directors) approved for use under the Company's 1999 Stock Option Plan.</u></a>	10-Q	000-27130	10.2	February 11, 2019
10.10*	<a href="#"><u>Form of Restricted Stock Unit Agreement (Non-Employee Directors) approved for use under the Company's 1999 Stock Option Plan, effective June 2019.</u></a>	10-K	000-27130	10.19	June 15, 2020
10.11*	<a href="#"><u>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.</u></a>	10-K	000-27130	10.23	June 15, 2020
10.12*	<a href="#"><u>Spotinst Inc. 2016 Equity Incentive Plan.</u></a>	S-8	333-248480	99.1	August 28, 2020
10.13*	<a href="#"><u>The Company's 2021 Equity Incentive Plan, effective September 13, 2023.</u></a>	8-K	000-27130	10.2	September 14, 2023

10.14*	<a href="#">Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Employee), effective September 10, 2021.</a>	10-Q	000-27130	10.1	December 2, 2021
10.15*	<a href="#">Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Senior Executive), effective September 10, 2021.</a>	10-Q	000-27130	10.2	December 2, 2021
10.16*	<a href="#">Form of Restricted Stock Unit Agreement (Performance Based) under the Company's 2021 Equity Incentive Plan, effective September 10, 2021.</a>	10-Q	000-27130	10.3	December 2, 2021
10.17*	<a href="#">Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Non-Employee Director), effective November 1, 2021.</a>	10-Q	000-27130	10.1	March 2, 2022
10.18*	<a href="#">Form of Restricted Stock Unit Agreement (Performance-Based) - Billings approved for use under the Company's 2021 Equity Incentive Plan, Effective July 1, 2022.</a>	10-K	000-27130	10.27	June 14, 2023
10.19*	<a href="#">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.</a>	10-K	000-27130	10.28	June 14, 2023
10.20*	<a href="#">Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (Senior Executive), effective May 15, 2024.</a>	—	—	—	—
10.21*	<a href="#">Form of Restricted Stock Unit Agreement approved for use under the Company's 2021 Equity Incentive Plan (VP and Below), effective May 15, 2024.</a>	—	—	—	—
10.22*	<a href="#">Form of Restricted Stock Unit Agreement (Performance-Based) - Billings under the Company's 2021 Equity Incentive Plan, effective May 15, 2024.</a>	—	—	—	—
10.23*	<a href="#">Form of Restricted Stock Unit Agreement (Performance-Based) - Total Shareholder Return under the Company's 2021 Equity Incentive Plan, effective May 15, 2024.</a>	—	—	—	—
10.24*	<a href="#">Cognigo Research Ltd. Amended and Restated Global Share Incentive Plan (2016).</a>	S-8	333-232187	99.1	June 18, 2019
10.25*	<a href="#">CloudCheckr Inc. Amended and Restated 2017 Stock Option and Grant Plan.</a>	S-8	333-261465	99.1	December 2, 2021
10.26*	<a href="#">Outside Director Compensation Policy, as amended effective September 13, 2023.</a>	10-Q	000-27130	10.3	August 29, 2023

10.27*	<a href="#"><u>Amended and Restated Instaclustr US Holding, Inc. 2018 Stock Option Plan</u></a>	S-8	333-265648	99.1	June 16, 2022
10.28	<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
10.29	<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
10.30	<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
10.31	<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
10.32	<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
10.33	<a href="#"><u>Senior Executive Employment Contract by and between NetApp Sales Spain S.L., a subsidiary of the Company, and Cesar Cernuda, effective January 1, 2021</u></a>	10-Q	000-27130	10.1	January 29, 2021
10.34	<a href="#"><u>Offer Letter for employment at the Company to Michael J. Berry, dated January 30, 2020.</u></a>	10-Q	000-27130	10.1	August 28, 2020
10.35	<a href="#"><u>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.</u></a>	8-K	000-27130	1.1	June 17, 2020
19.1	<a href="#"><u>Insider Trading Policies and Procedures of the Company.</u></a>	—	—	—	—
21.1	<a href="#"><u>Subsidiaries of the Company.</u></a>	—	—	—	—
23.1	<a href="#"><u>Consent of Independent Registered Public Accounting Firm.</u></a>	—	—	—	—
24.1	<a href="#"><u>Power of Attorney (see signature page).</u></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>	—	—	—	—
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.

(p) Identifies paper format filed exhibit.

## 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 10, 2024

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints George Kurian and Michael J. Berry, 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.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ GEORGE KURIAN</u> George Kurian	Chief Executive Officer and Director (Principal Executive Officer and Principal Operating Officer)	June 10, 2024
<u>/s/ MICHAEL J. BERRY</u> Michael J. Berry	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	June 10, 2024
<u>/s/ DANIEL DE LORENZO</u> Daniel De Lorenzo	Vice President and Chief Accounting Officer (Principal Accounting Officer)	June 10, 2024
<u>/s/ T. MICHAEL NEVENS</u> T. Michael Nevens	Chairman of the Board	June 10, 2024
<u>/s/ DEEPAK AHUJA</u> Deepak Ahuja	Director	June 10, 2024
<u>/s/ ANDERS GUSTAFSSON</u> Anders Gustafsson	Director	June 10, 2024
<u>/s/ GERALD HELD</u> Gerald Held	Director	June 10, 2024
<u>/s/ KATHRYN M. HILL</u> Kathryn M. Hill	Director	June 10, 2024
<u>/s/ DEBORAH KERR</u> Deborah Kerr	Director	June 10, 2024
<u>/s/ CARRIE PALIN</u> Carrie Palin	Director	June 10, 2024
<u>/s/ SCOTT SCHENKEL</u> Scott Schenkel	Director	June 10, 2024

/s/ GEORGE T. SHAHEEN

George T. Shaheen

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Director

June 10, 2024

## DESCRIPTION OF CAPITAL STOCK

The following is a summary of information concerning the capital stock of NetApp, Inc. (“us,” “we,” or “our”). This summary does not purport to be complete and does not contain all the information that may be important to you. This summary is qualified in its entirety by the provisions of our certificate of incorporation and bylaws, each previously filed with the Securities and Exchange Commission, as well as the applicable provisions of the Delaware General Corporate Law (the “DGCL”). We encourage you to read our certificate of incorporation, our bylaws, and the applicable provisions of the DGCL carefully.

### **General**

Our certificate of incorporation provides for one class of common stock and authorizes shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Our authorized capital stock consists of 890,000,000 shares, with a par value of \$0.001 per share, of which:

- 885,000,000 shares are designated as common stock; and
- 5,000,000 shares are designated as preferred stock.

### **Common Stock**

#### *General*

All issued and outstanding shares of our common stock are fully paid and nonassessable.

#### *Voting Rights*

Except as described below, each share of common stock is entitled to one vote at all meetings of stockholders. The holders of common stock are not entitled to cumulative voting rights in the election of directors.

#### *Dividend Rights*

Subject to the rights of any then-outstanding preferred stock, holders of our common stock are entitled to receive such dividends as may be declared by our board of directors out of funds legally available therefor and to share ratably in the assets available for distribution upon liquidation.

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### ***No Preemptive or Similar Rights***

Holders of our common stock have no preemptive, subscription or conversion rights and are not liable for further calls or assessments. There are no redemption or sinking fund provisions in effect with respect to the common stock.

### **Preferred Stock**

Under our certificate of incorporation, our board of directors is authorized to issue shares of preferred stock from time to time in one or more series and to determine the rights, preferences, privileges and restrictions of those shares without any further vote or action by our stockholders. When shares of preferred stock are issued, certain rights of the holders thereof may materially affect the rights of the holders of the common stock, including voting rights and preferences in respect of dividends and liquidation.

### **Anti-Takeover Effects of Delaware Law and Our Certificate of Incorporation and Bylaws**

Our certificate of incorporation and our bylaws contain provisions that could have certain anti-takeover effects. Among other things, our certificate of incorporation and our bylaws:

- provide that stockholder action by written consent in lieu of a meeting is prohibited;
- establish an advance notice procedure with regard to the nomination, other than by or at the direction of the board of directors or a committee thereof, of candidates for election as directors and with regard to certain matters to be brought before a meeting of our stockholders; and
- authorizes our board of directors to fix, with respect to any series of preferred stock, the rights, preferences, privileges and restrictions of shares of such series.

In addition, Section 203 of the DGCL is applicable to us. Section 203 of the DGCL restricts some types of transactions and business combinations between a corporation and a 15% stockholder. A 15% stockholder is generally considered by Section 203 to be a person owning 15% or more of the corporation's outstanding voting stock. Section 203 refers to a 15% stockholder as an "interested stockholder." Section 203 restricts these transactions for a period of three years from the date that the stockholder acquires 15% or more of our outstanding voting stock. With some exceptions, unless the transaction is approved by our board of directors and the holders of at least two-thirds of the outstanding voting stock of the corporation, Section 203 prohibits significant business transactions such as:

- a merger with, disposition of significant assets to or receipt of disproportionate financial benefits by the interested stockholder; and
  - any other transaction that would increase the interested stockholder's proportionate ownership of any class or series of our capital stock.
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The shares held by the interested stockholder are not counted as outstanding when calculating the two-thirds of the outstanding voting stock needed for approval.

The prohibition against these transactions does not apply if:

- prior to the time that any stockholder became an interested stockholder, our board of directors approved either the business combination or the transaction in which such stockholder acquired 15% or more of our outstanding voting stock; or
- the interested stockholder owns at least 85% of our outstanding voting stock as a result of a transaction in which such stockholder acquired 15% or more of our outstanding voting stock. Shares held by persons who are both directors and officers or by some types of employee stock plans are not counted as outstanding when making this calculation.

### **Transfer Agent and Registrar**

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A. The transfer agent's address is P.O. Box 505005, Louisville, KY 40233-5005.

### **Market Listing**

Our common stock is listed on The NASDAQ Global Select Market under the symbol "NTAP."

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**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**”). The 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 that govern the Restricted Stock Units granted to Participant under the Plan if Participant resides in one of the countries listed therein, attached hereto as **Exhibit A**, the Additional Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices, and addenda attached hereto (the “**Award Agreement**”).

**Participant Name:**

**Address:**

The 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: \_\_\_\_

Date of Grant: \_\_\_\_

Vesting Commencement Date: \_\_\_\_

Total Number of Restricted Stock Units: \_\_\_\_

**Vesting Schedule:**

Subject to any acceleration provisions contained in the Plan, this Award Agreement or any other written agreement authorized by the Administrator between 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, subject to Participant continuing to be a Service Provider through the applicable vesting date:

[INSERT VESTING SCHEDULE]

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Notwithstanding the foregoing vesting schedule, if Participant ceases to be a Service Provider due to death or Disability, the then unvested Restricted Stock Units will vest in full on the date of such termination.

Notwithstanding the foregoing vesting schedule, if Participant ceases to be a Service Provider due to Participant's Retirement, an additional number of Restricted Stock Units will vest on the date of such termination 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 Vesting Commencement Date) and the date Participant ceases to be a Service Provider due to his or her Retirement, and (ii) a denominator equal to the number of calendar months between the most recent vesting date of the Award (or if no vesting has occurred, since the Vesting Commencement Date) and the next scheduled vesting date of 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) continuous years as a Service Provider.

Participant acknowledges and agrees that by either (a) clicking the "ACCEPT" button corresponding to this grant through the grant acceptance page on E\*TRADE at any time before the Vesting Commencement Date or (b) doing nothing (in which case the grant will be automatically accepted on your behalf forty five (45) days following the Date of Grant), it will act as Participant's electronic signature to the Award Agreement and Participant acknowledges and agrees that this Award of Restricted Stock Units is 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 the Vesting Commencement Date in which case Participant will forfeit this Award of Restricted Stock Units and all of Participant's rights and benefits thereunder will terminate. Participant acknowledges receipt of a copy of the Plan. 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. 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

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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 will represent 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 vested Restricted Stock Unit 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, including vesting upon Retirement, as applicable, 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

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awarded by this Award Agreement will thereupon be forfeited at no cost to the Company and Participant will have no further rights thereunder.

6. **Death of 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 permanently will 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) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock 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 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.

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**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**”). The 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 that govern the Restricted Stock Units granted to Participant under the Plan if Participant resides in one of the countries listed therein, attached hereto as **Exhibit A**, the Additional Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices, and addenda attached hereto (the “**Award Agreement**”).

**Participant Name:**

**Address:**

The 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: \_\_\_\_

Date of Grant: \_\_\_\_

Vesting Commencement Date: \_\_\_\_

Total Number of Restricted Stock Units: \_\_\_\_

**Vesting Schedule:**

Subject to any acceleration provisions contained in the Plan, this Award Agreement or any other written agreement authorized by the Administrator between 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, subject to Participant continuing to be a Service Provider through the applicable vesting date:

[INSERT VESTING SCHEDULE]

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Notwithstanding the foregoing vesting schedule, if Participant ceases to be a Service Provider due to death or Disability, the then-unvested Restricted Stock Units will vest in full on the date of such termination.

Participant acknowledges and agrees that by either (a) clicking the “ACCEPT” button corresponding to this grant through the grant acceptance page on E\*TRADE at any time before the Vesting Commencement Date or (b) doing nothing (in which case the grant will be automatically accepted on your behalf forty 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 the Vesting Commencement Date in which case Participant will forfeit this Award of Restricted Stock Units and all of Participant’s rights and benefits thereunder will terminate. Participant acknowledges receipt of a copy of the Plan. 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**

**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 will represent 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 vested Restricted Stock Unit 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 permanently will 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) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock 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 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.

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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**”). The 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 that govern the Restricted Stock Units granted to Participant under the Plan if Participant resides in one of the countries listed therein, attached hereto as **Exhibit A**, the Additional Terms and Conditions of Restricted Stock Unit Grant, attached hereto as **Exhibit B** and all other exhibits, appendices, and addenda attached hereto (the “**Award Agreement**”).

**Participant Name:**

**Address:**

The 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: \_\_\_\_\_

Date of Grant: \_\_\_\_\_

Vesting Commencement Date: \_\_\_\_\_

Target Number of Restricted Stock Units: \_\_\_\_\_

Maximum Number of Restricted Stock Units: \_\_\_\_\_

**Vesting Schedule:**

Subject to any acceleration provisions contained in the Plan, this Award Agreement or any other written agreement authorized by the Administrator between 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:

*General*

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The number of Restricted Stock Units that will become eligible for vesting as set forth below will depend upon the Company's Billings Result Average (as defined below) for the Performance Period (as defined below) and will be determined in accordance with this Award Agreement.

The "**Performance Period**" will begin on the first day of the Company's [ ] Fiscal Year (the "**Commencement Date**") and end on the last day of the Company's [ ] Fiscal Year (the "**Anniversary Date**") with the Company's Billings Result Percentage (as defined below) calculated for each of the Company's [ ] Fiscal Year (the "[ ] **Measurement Period**"), [ ] Fiscal Year (the "[ ] **Measurement Period**") and [ ] Fiscal Year (the "[ ] **Measurement Period**") (each a "**Measurement Period**" and the last day of each of the Company's [ ], [ ] and [ ] Fiscal Years, or, if earlier, the Period End Date (as defined below), a "**Measurement Date**"). Notwithstanding the foregoing, in the event of a Change in Control, or in the event Participant's status as a Service Provider is terminated due to Participant's death or Disability (a "**Qualifying Termination**"), the Measurement Period then in progress will be deemed to end upon the first to occur of the consummation of the Change in Control (the "**Closing**") or the date of the Qualifying Termination for purposes of calculating the Company's Billings Result Percentage for the applicable Measurement Period. The first to occur of the Anniversary Date, the Closing, or a Qualifying Termination, is referred to herein as the "**Period End Date**."

If Participant's status as a Service Provider terminates prior to the Period End Date due to his or her Retirement, Participant's Restricted Stock Units will remain outstanding through the Period End Date and the number of Restricted Stock Units that become Eligible Restricted Stock Units (as defined below) will be measured as if Participant's status as a Service Provider had not terminated.

If Participant ceases to be a Service Provider prior to the Period End Date for any reason (other than as a result of a Qualifying Termination or due to Participant's Retirement), the Restricted Stock Units will terminate and be cancelled and Participant will have no further rights with respect to such Restricted Stock Units. Any Restricted Stock Units that do not become Eligible Restricted Stock Units as of the Period End Date will terminate and be cancelled and Participant will have no further rights with respect to such Restricted Stock Units.

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

For purposes of this Award Agreement, "**Retirement**" will mean the voluntary termination of employment by the Participant either (a) on or after reaching sixty-two (62) years of age or (b) on or after reaching fifty-five (55) years of age following a minimum of ten (10) years of continuous service to the Company or any of its Parent or Subsidiaries.

#### *Performance Matrix*

The number of Restricted Stock Units that become eligible to vest (the "**Eligible Restricted Stock Units**") will depend upon the Company's Billings Result Average calculated as of the Period End Date as described herein. The number of Eligible Restricted Stock Units will be determined by the Compensation Committee of the Board (the "**Compensation Committee**")

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in its sole discretion within fifty-five (55) days of the Period End Date.

“**Billings**” means the total obtained by adding net revenues as reported on the Company’s Condensed Consolidated Statements of Operations for the applicable Measurement Period to the change in total deferred revenue and financed unearned services revenue as reported on the Company’s Condensed Consolidated Statements of Cash Flows for the same Measurement Period on a constant AOP currency to exclude the impact of FX.

“**Billings Result**” means the value of all Billings for the applicable Fiscal Year in the applicable Measurement Period. Notwithstanding the foregoing, in the event of a Closing or a Qualifying Termination that occurs prior to the Anniversary Date, the Measurement Period then in effect will be shortened and the Billings Result for the applicable Measurement Period will mean the value of all Billings for the number of completed fiscal months in the applicable Fiscal Year as of the Measurement Date, or, if on such Measurement Date, there are no completed fiscal months in the applicable Fiscal Year, the Billings Result for the applicable Measurement Period will mean the value of all Billings for the most recently completed Fiscal Year. The Billings Result will be determined by the Compensation Committee in its sole discretion within fifty-five (55) days of the applicable Measurement Date except in the event of a Closing, in which case the Billings Result for any Measurement Period will be calculated no later than the Closing.

The “**Billings Result Average**” means the average of the Billings Result Percentage for each of the completed Measurement Periods, with the result expressed as a percentage and rounded to the nearest hundredth.

“**Billing Result Calculation**” for an applicable Measurement Period means the quotient obtained by dividing the Billings Result for an applicable Measurement Period by the Billings Target for the same Measurement Period, with the result expressed as a percentage and rounded to the nearest hundredth.

“**Billings Target**” means, for the [ ] Measurement Period, the Billings target based on the operations plan approved by the Board or the Compensation Committee and communicated to Participant, or, for the [ ] Measurement Period and the [ ] Measurement Period, the Billings target as approved by the Board or the Compensation Committee as soon as practicable following the commencement of the applicable Fiscal Year (with respect to the [ ] Measurement Period or the [ ] Measurement Period). For purposes of clarification, if the Billings targets for the [ ] Measurement Period or the [ ] Measurement Period are determined on a quarterly or semi-annual basis and not on an annual basis, the Billings target for the [ ] Measurement Period or the [ ] Measurement Period, as applicable, will be the sum of all Billings targets for the [ ] Measurement Period or the [ ] Measurement Period, as applicable. Notwithstanding the foregoing, in the event of a Closing or a Qualifying Termination that occurs prior to the Anniversary Date, the Billings Target for the shortened Measurement Period will be pro-rated based on the number of completed fiscal months in the applicable Fiscal Year as of the Measurement Date, or, if on such Measurement Date, there are no completed fiscal months in the applicable Fiscal Year, the Billings Target for the applicable Measurement Period will mean the Billings Target for the most recently completed Fiscal Year. Billings Targets may be adjusted for Company acquisitions based on the materiality of their impact (>[ ]% Annualized Revenue Run-Rate or purchase price of >[\$[ ] ) at the Administrator’s discretion. On each Measurement Date, the Billings Result Calculation will be

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converted into a “**Billings Result Percentage**” in accordance with the table below:

[INSERT TABLE]

Following the determination of the Billings Result Average, the number of Restricted Stock Units that become Eligible Restricted Stock Units will equal the product obtained by multiplying the Billings Result Average by the Target Number of Restricted Stock Units, with any partial Shares rounded down to the nearest whole Share and any fractional Shares forfeited for no consideration. In no event may more than 100% of the Maximum Number of Restricted Stock Units be Eligible Restricted Stock Units.

#### *Vesting*

Eligible Restricted Stock Units will be scheduled to vest in accordance with the following schedule, subject to Participant’s continuous status as a Service Provider through the applicable vesting date: 100% of the Eligible Restricted Stock Units will vest on the Anniversary Date (subject to the following three paragraphs). In the event Participant’s continuous status as a Service Provider terminates for any or no reason before the Anniversary Date, the Eligible Restricted Stock Units and Participant’s right to acquire Shares thereunder will immediately terminate and such Eligible Restricted Stock Units will immediately be forfeited and cancelled (subject to the following three paragraphs).

#### *Qualifying Termination*

In the event of a Qualifying Termination that occurs prior to the Anniversary Date, the number of Eligible Restricted Stock Units that will vest on the new Period End Date will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that have elapsed between the Commencement Date and the Period End Date and (ii) a denominator equal to thirty-six (36), with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

#### *Leave of Absence*

Notwithstanding the provisions of Section 12 of the Award Agreement, if, during the Performance Period, Participant is on an authorized leave of absence from the Company, or the Parent or Subsidiary employing Participant, and such leave extends for six (6) or more months, then the number of Eligible Restricted Stock Units that will vest on the Period End Date will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that the Participant has been actively providing service during the Performance Period (that is, the number of completed calendar months in the Performance Period where the individual was not on an approved leave of absence) and (ii) a denominator equal to thirty-six (36), with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

#### *Retirement*

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If Participant's status as a Service Provider terminates due to his or her Retirement, the number of Eligible Restricted Stock Units that will vest on the Anniversary Date (or if earlier, upon a Closing) will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that have elapsed between the Commencement Date and the date Participant's status as a Service Provider is terminated due to his or her Retirement and (ii) a denominator equal to thirty-six (36), with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

#### *Change in Control / Involuntary Termination*

In the event of a Change in Control that occurs prior to the Anniversary Date, the Eligible Restricted Stock Units will be scheduled to vest as to 100% of the Eligible Restricted Stock Units on the Anniversary Date, subject to Participant continuously remaining a Service Provider through such date and the Billings Result Percentage calculated as of the Period End Date.

Notwithstanding the foregoing, in the event of an Involuntary Termination on or following a Change in Control, 100% of the Eligible Restricted Stock Units will vest on the date of the Involuntary Termination and the Billings Result Percentage will be calculated as of the Period End Date.

For purposes of this Award Agreement, an "**Involuntary Termination**" means that Participant is terminated as a result of either (i) a termination of Participant's employment by the Company without Cause (as defined in the Company's form of Change of Control Severance Agreement filed as an exhibit with the SEC on Form 8-K on May 22, 2019, or any successor agreement (the "**Severance Agreement**")) or (ii) Participant resigns from such employment for Good Reason (as defined in the Severance Agreement).

For purposes of clarification, the acceleration set forth in this Award Agreement is meant to be in lieu of, and not in addition to, any acceleration provisions set forth in any Severance Agreement Participant may have with the Company.

Unless otherwise defined herein or in Appendix A or Appendix B, capitalized terms herein or in Appendix A or Appendix B will have the defined meanings ascribed to them in the Plan.

Participant acknowledges and agrees that by either (a) clicking the "ACCEPT" button corresponding to this grant through the grant acceptance page on E\*TRADE at any time before the Vesting Commencement Date or (b) doing nothing (in which case the grant will be automatically accepted on your behalf forty five (45) days following the Date of Grant), it will act as Participant's electronic signature to the Award Agreement and Participant acknowledges and agrees that this Award of Restricted Stock Units is 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

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at any time before the Vesting Commencement Date in which case Participant will forfeit this Award of Restricted Stock Units and all of Participant's rights and benefits thereunder will terminate. Participant acknowledges receipt of a 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 Eligible Restricted Stock Unit represents the right to receive one Share, if such Eligible Restricted Stock Unit vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3 or 4, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any 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 permanently will 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) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock 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 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.

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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**”). The 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 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 (the “**Award Agreement**”).

**Participant Name:**

**Address:**

The Participant has been granted an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number: \_\_\_\_\_

Date of Grant: \_\_\_\_\_

Vesting Commencement Date: \_\_\_\_\_

Target Number of Restricted Stock Units: \_\_\_\_\_

Maximum Number of Restricted Stock Units: \_\_\_\_\_

**Vesting Schedule:**

Subject to any acceleration provisions contained in the Plan, this Award Agreement or any other written agreement authorized by the Administrator between 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:

*General*

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The number of Restricted Stock Units that will become eligible for vesting as set forth below will depend upon the Company's Total Stockholder Return (as defined below) as compared to the Benchmark Peers Total Stockholder Return (as defined below) for the Performance Period (as defined below) and will be determined in accordance with this Award Agreement.

The "**Performance Period**" will begin on the Date of Grant (the "**Commencement Date**") and end on the last day of the Company's [ ] Fiscal Year (the "**Anniversary Date**"). Notwithstanding the foregoing, in the event of a Change in Control, or in the event Participant's status as a Service Provider is terminated due to Participant's death or Disability (a "**Qualifying Termination**"), the Performance Period will be deemed to end upon the first to occur of the consummation of the Change in Control (the "**Closing**") or the date of the Qualifying Termination for purposes of calculating the Company's Total Stockholder Return and the Benchmark Peers Total Stockholder Return. The first to occur of the Anniversary Date, the Closing, or a Qualifying Termination, is referred to herein as the "**Period End Date**."

If Participant's status as a Service Provider terminates prior to the Period End Date due to his or her Retirement, Participant's Restricted Stock Units will remain outstanding through the Period End Date and the number of Restricted Stock Units that become Eligible Restricted Stock Units (as defined below) will be measured as if Participant's status as a Service Provider had not terminated.

If Participant ceases to be a Service Provider prior to the Period End Date for any reason (other than as a result of a Qualifying Termination or due to Participant's Retirement), the Restricted Stock Units will terminate and be cancelled and Participant will have no further rights with respect to such Restricted Stock Units. Any Restricted Stock Units that do not become Eligible Restricted Stock Units as of the Period End Date will terminate and be cancelled and Participant will have no further rights with respect to such Restricted Stock Units.

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

For purposes of this Award Agreement, "**Retirement**" will mean the voluntary termination of employment by the Participant either (a) on or after reaching sixty-two (62) years of age or (b) on or after reaching fifty-five (55) years of age following a minimum of ten (10) years of continuous service to the Company or any of its Parent or Subsidiaries.

#### *Performance Matrix*

The number of Restricted Stock Units that become eligible to vest (the "**Eligible Restricted Stock Units**") will depend upon the Company's Total Stockholder Return as compared to the Benchmark Peers Total Stockholder Return calculated as of the Period End Date as described herein. The number of Eligible Restricted Stock Units will be determined by the Compensation Committee of the Board (the "**Compensation Committee**") in its sole discretion within forty-five (45) days of the Period End Date.

The "**Company's Total Stockholder Return**" means the annualized percentage increase or decrease in (A) the average adjusted closing price per Share of the Company's Common Stock during the thirty (30) Trading Day period ending on the Period End Date as compared to (B) the

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average adjusted closing price per Share of the Company's Common Stock during the thirty (30) Trading Day period beginning on the Commencement Date. For avoidance of doubt, the adjusted closing price per Share includes adjustments for any cash dividends paid, stock splits, or similar corporate transactions as determined by the Administrator.

Notwithstanding the foregoing, in the event of a Change in Control, the "**Company's Total Stockholder Return**" means the annualized percentage increase or decrease in (A) the per Share value of the Company's Common Stock payable to its stockholders in connection with the Change in Control as compared to (B) the average adjusted closing price per Share of the Company's Common Stock during the thirty (30) Trading Day period beginning on the Commencement Date. For avoidance of doubt, the adjusted closing price per Share includes adjustments for any cash dividends paid, stock splits, or similar corporate transactions as determined by the Administrator.

The "**Benchmark Peer Total Stockholder Return**" means the annualized percentage increase or decrease of (A) the average adjusted closing price per share of each company listed on Exhibit 2 (the "**Benchmark Peers**") as of the Commencement Date excluding the Company during the thirty (30) Trading Day period ending on the Period End Date as compared to (B) the average adjusted closing price per share of each company listed in the Benchmark Peers during the thirty (30) Trading Day period beginning on the Commencement Date. For avoidance of doubt, the adjusted closing price per share includes adjustments for any cash dividends paid, stock splits, or similar corporate transactions as determined by the Administrator.

Please see Exhibit 1 for additional details on how to calculate Total Stockholder Return.

Please see Exhibit 2 for (i) a complete listing of the Benchmark Peers as of the Commencement Date, and (ii) information relating to changes to companies listed in the Benchmark Peers during the Performance Period.

As of the Period End Date, the Company's Total Stockholder Return and each Benchmark Peer Total Stockholder Return will be calculated and collectively listed in order of largest to smallest (the "**TSR Ranking Group**"). The number of Restricted Stock Units that become Eligible Restricted Stock Units will be determined as set forth below.

Eligible Restricted Stock Unit Calculations:

[INSERT TABLE]

In no event may more than 100% of the Maximum Number of Restricted Stock Units be Eligible Restricted Stock Units.

#### *Vesting*

Eligible Restricted Stock Units will be scheduled to vest in accordance with the following schedule, subject to Participant's continuous status as a Service Provider through the applicable vesting date: 100% of the Eligible Restricted Stock Units will vest on the Anniversary Date (subject to the following three paragraphs). In the event Participant's continuous status as a Service Provider terminates for any or no reason before the Anniversary Date, the Eligible Restricted Stock Units and Participant's right to acquire Shares thereunder will immediately

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terminate and such Eligible Restricted Stock Units will immediately be forfeited and cancelled (subject to the following three paragraphs).

#### *Qualifying Termination*

In the event of a Qualifying Termination that occurs prior to the Anniversary Date, the number of Eligible Restricted Stock Units that will vest on the new Period End Date will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that have elapsed between the Commencement Date and the Period End Date and (ii) a denominator equal to thirty-four (34) months, with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

#### *Leave of Absence*

Notwithstanding the provisions of Section 12 of the Award Agreement, if, during the Performance Period, Participant is on an authorized leave of absence from the Company, or the Parent or Subsidiary employing Participant, and such leave extends for six (6) or more months, then the number of Eligible Restricted Stock Units that will vest on the Period End Date will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that the Participant has been actively providing service during the Performance Period (that is, the number of completed calendar months in the Performance Period where the individual was not on an approved leave of absence) and (ii) a denominator equal to thirty-four (34) months, with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

#### *Retirement*

If Participant's status as a Service Provider terminates due to his or her Retirement, the number of Eligible Restricted Stock Units that will vest on the Anniversary Date (or if earlier, upon a Closing) will be pro-rated by multiplying the calculated number of Eligible Restricted Stock Units by a fraction with a numerator equal to (i) the number of completed calendar months that have elapsed between the Commencement Date and the date Participant's status as a Service Provider is terminated due to his or her Retirement and (ii) a denominator equal to thirty-four (34) months, with the result rounded down to the nearest whole Eligible Restricted Stock Unit, and any remaining Eligible Restricted Stock Units will immediately be forfeited and cancelled.

#### *Change in Control / Involuntary Termination*

In the event of a Change in Control that occurs prior to the Anniversary Date, the Eligible Restricted Stock Units will be scheduled to vest as to 100% of the Eligible Restricted Stock Units on the Anniversary Date, subject to Participant continuously remaining a Service Provider through such date and the Company's Total Stockholder Return as compared to the Benchmark Peers Total Stockholder Return calculated as of the Period End Date.

Notwithstanding the foregoing, in the event of an Involuntary Termination on or following a Change in Control, 100% of the Eligible Restricted Stock Units will vest on the date of the

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Involuntary Termination and the Company's Total Stockholder Return as compared to the Benchmark Peers Total Stockholder Return will be calculated as of the Period End Date.

For purposes of this Award Agreement, an "**Involuntary Termination**" means that Participant is terminated as a result of either (i) a termination of Participant's employment by the Company without Cause (as defined in Participant's Change of Control Severance Agreement with the Company (the "**Severance Agreement**")) or (ii) Participant resigns from such employment for Good Reason (as defined in the Severance Agreement).

For purposes of clarification, the acceleration set forth in this Award Agreement is meant to be in lieu of, and not in addition to, any acceleration provisions set forth in the Severance Agreement.

Unless otherwise defined herein or in Appendix A or Appendix B, capitalized terms herein or in Appendix A or Appendix B will have the defined meanings ascribed to them in the Plan.

Participant acknowledges and agrees that by either (a) clicking the "ACCEPT" button corresponding to this grant through the grant acceptance page on E\*TRADE at any time before the Vesting Commencement Date or (b) doing nothing (in which case the grant will be automatically accepted on your behalf forty five (45) days following the Date of Grant), it will act as Participant's electronic signature to the Award Agreement and Participant acknowledges and agrees that this Award of Restricted Stock Units is 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 the Vesting Commencement Date in which case Participant will forfeit this Award of Restricted Stock Units and all of Participant's rights and benefits thereunder will terminate. Participant acknowledges receipt of a copy of the Plan. 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. 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 Eligible Restricted Stock Unit will represent the right to receive one Share, if such Eligible Restricted Stock Unit vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3 or 4, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any 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 permanently will 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) Participant acknowledges and agrees that no Service Recipient shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock 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 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.

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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 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.

## **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.

### *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.

## **WHO IS SUBJECT TO THIS POLICY?**

This policy applies to all:

- members of NetApp's Board;
- officers and employees of NetApp; and
- contractors or consultants to NetApp who have access to MNPI.

This policy also applies to immediate family members, such as spouses, minor children and anyone living in your household. It also applies to anyone whose securities transactions are influenced or controlled by you, even if they do not they live in your household. You are responsible for their transactions and should have them contact you before they trade in NetApp securities. 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.



## 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;
- a significant cybersecurity breach;
- 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.

### *“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 companies, such as NetApp’s competitors, customers, collaborators, partners, vendors, suppliers and other business partners when that information is obtained in the course of your relationship with NetApp. Everyone subject to this policy should treat MNPI about these third parties with the same care and caution as MNPI about NetApp itself.

## **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.**

## **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.

## 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 under NetApp's option plans is not subject to the restrictions in this policy. Note that this exception *does not include* cashless exercise or a subsequent sale of the shares acquired pursuant to the exercise of the option. The exception only permits the exercise and holding of the shares.

### *RSU VESTING*

The vesting of shares pursuant to a restricted stock unit is not subject to the restrictions in this policy. Note that this exception *does not include* the subsequent sale of the vested shares.

### *EMPLOYEE STOCK PURCHASE PLAN (ESPP) PURCHASES*

The purchase 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.

## **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; and
- 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, or termination of employment or service.

**Ultimately it is your personal liability, and therefore your responsibility to comply with federal and state securities laws governing insider trading. You should not rely solely on the procedures and policies set forth in this policy and should obtain 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.

## 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" or "net" exercise). 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.

## 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 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.

#### *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 recommends that you not do so while you have a 10b5-1 plan in place. All 10b5-1 plans, including adoption and any modification, must be approved by the Insider Trading Compliance Office in advance. Requirements of the 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 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:
  - ninety (90) days after the adoption or modification of the 10b5-1 plan; and
  - two (2) business days following the disclosure of NetApp's financial results in a periodic report (on Forms 10-K or 10-Q) for the fiscal quarter in which the 10b5-1 plan was adopted or modified,



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.

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

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

**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

## 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
Credativ 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 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
CloudCheckr 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, and 333-274538 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 10, 2024, 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 26, 2024.

/s/ DELOITTE & TOUCHE LLP

Raleigh, North Carolina  
June 10, 2024

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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 10, 2024

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

I, Michael J. Berry, certify that:

- 1) I have reviewed this Annual Report on Form 10-K of NetApp, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material 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/ MICHAEL J. BERRY

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Michael J. Berry

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

Date: June 10, 2024

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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 26, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of NetApp, Inc.

/s/ GEORGE KURIAN

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George Kurian

*Chief Executive Officer*

*(Principal Executive Officer and Principal Operating Officer)*

Date: June 10, 2024

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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, Michael J. Berry, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of NetApp, Inc., on Form 10-K for the year ended April 26, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of NetApp, Inc.

/s/ MICHAEL J. BERRY

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Michael J. Berry

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

Date: June 10, 2024

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NETAPP, INC.

COMPENSATION RECOVERY POLICY

As adopted on November 15, 2023

NetApp, Inc. (the “**Company**”) is committed to strong corporate governance. As part of this commitment, the Company’s Board of Directors (the “**Board**”) has adopted this clawback policy called the Compensation Recovery Policy (the “**Policy**”). The Policy is intended to further the Company’s pay-for-performance philosophy and to comply with applicable laws by providing rules relating to the reasonably prompt recovery of certain compensation received by Covered Executives in the event of an Accounting Restatement. The application of the Policy to Covered Executives is not discretionary, except to the limited extent provided below, and applies without regard to whether a Covered Executive was at fault. Capitalized terms used in the Policy are defined below, and the definitions have substantive impact on its application so reviewing them carefully is important to your understanding.

The Policy is intended to comply with, and will be interpreted in a manner consistent with, Section 10D of the Securities Exchange Act of 1934 (the “**Exchange Act**”), with Exchange Act Rule 10D-1 and with the listing standards of the national securities exchange (the “**Exchange**”) on which the securities of the Company are listed, including any official interpretive guidance.

**Persons Covered by the Policy**

The Policy is binding and enforceable against all “**Covered Executives**”. A Covered Executive is each individual who is or was ever designated as an “officer” by the Board in accordance with Exchange Act Rule 16a-1(f) (a “**Section 16 Officer**”). The T&C Committee may (but is not obligated to) request or require a Covered Executive to sign and return to the Company an acknowledgement that such Covered Executive will be bound by the terms and comply with the Policy. The Policy is binding on each Covered Executive whether or not the Covered Executive signs and/or returns any acknowledgment.

**Administration of the Policy**

The Talent & Compensation Committee (the “**T&C Committee**”) of the Board has full delegated authority to administer the Policy. The T&C Committee is authorized to interpret and construe the Policy and to make all determinations necessary, appropriate, or advisable for the administration of the Policy. In addition, if determined in the discretion of the Board, the Policy may be administered by the independent members of the Board or another committee of the Board made up of independent members of the Board, in which case all references to the T&C Committee will be deemed to refer to the independent members of the Board or the other Board committee. All determinations of the T&C Committee will be final and binding and will be given the maximum deference permitted by law.

**Accounting Restatements Requiring Application of the Policy**

If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (an “**Accounting Restatement**”), then the T&C Committee must determine the Excess Compensation, if any, that must be recovered. The Company’s obligation to recover Excess Compensation is not dependent on if or when restated financial statements are filed.

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## Compensation Covered by the Policy

The Policy applies to certain **Incentive-Based Compensation** (certain terms used in this Section are defined below) that is **Received** on or after October 2, 2023 (the “**Effective Date**”), during the **Covered Period** while the Company has a class of securities listed on a national securities exchange. Such Incentive-Based Compensation is considered “**Clawback Eligible Incentive-Based Compensation**” if the Incentive-Based Compensation is Received by a person after such person became a Section 16 Officer and the person served as a Section 16 Officer at any time during the performance period for the Incentive-Based Compensation. “**Excess Compensation**” means the amount of Clawback Eligible Incentive-Based Compensation that exceeds the amount of Clawback Eligible Incentive-Based Compensation that otherwise would have been Received had such Clawback Eligible Incentive-Based Compensation been determined based on the restated amounts. Excess Compensation must be computed without regard to any taxes paid and is referred to in the listings standards as “erroneously awarded compensation”.

To determine the amount of Excess Compensation for Incentive-Based Compensation based on stock price or total shareholder return, where it is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive-Based Compensation was Received and the Company must maintain documentation of the determination of that reasonable estimate and provide that documentation to the Exchange.

“**Incentive-Based Compensation**” means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure. For the avoidance of doubt, no compensation that is potentially subject to recovery under the Policy will be earned until the Company’s right to recover under the Policy has lapsed.

The following items of compensation are not Incentive-Based Compensation under the Policy: salaries, bonuses paid solely at the discretion of the T&C Committee or Board that are not paid from a bonus pool that is determined by satisfying a Financial Reporting Measure, bonuses paid solely upon satisfying one or more subjective standards and/or completion of a specified employment period, non-equity incentive plan awards earned solely upon satisfying one or more strategic measures or operational measures, and equity awards for which the grant is not contingent upon achieving any Financial Reporting Measure performance goal and vesting is contingent solely upon completion of a specified employment period (e.g., time-based vesting equity awards) and/or attaining one or more non-Financial Reporting Measures.

“**Financial Reporting Measures**” are measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return are also Financial Reporting Measures. A Financial Reporting Measure need not be presented within the financial statements or included in a filing with the Securities and Exchange Commission.

Incentive-Based Compensation is “**Received**” under the Policy in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment, vesting, settlement or grant of the Incentive-Based Compensation occurs after the end of that period. For the avoidance of doubt, the Policy does not apply to Incentive-Based Compensation for which the Financial Reporting Measure is attained prior to the Effective Date.

“**Covered Period**” means the three completed fiscal years immediately preceding the Accounting Restatement Determination Date. In addition, Covered Period can include certain transition periods resulting from a change in the Company’s fiscal year.

“**Accounting Restatement Determination Date**” means the earliest to occur of: (a) the date the Board, a committee of the Board, or one or more of the officers of the Company authorized to take such action if Board

action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; and (b) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement.

### **Repayment of Excess Compensation**

The Company must recover Excess Compensation reasonably promptly and Covered Executives are required to repay Excess Compensation to the Company. Subject to applicable law, the Company may recover Excess Compensation by requiring the Covered Executive to repay such amount to the Company by direct payment to the Company or such other means or combination of means as the T&C Committee determines to be appropriate (these determinations do not need to be identical as to each Covered Executive). These means include (but are not limited to):

- (a) requiring reimbursement of cash Incentive-Based Compensation previously paid;
- (b) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards (including, but not limited to, time-based vesting awards), without regard to whether such awards are Incentive-Based Compensation or vest based on the achievement of performance goals;
- (c) offsetting the amount to be recovered from any unpaid or future compensation to be paid by the Company or any affiliate of the Company to the Covered Executive, including (but not limited to) payments of severance that might otherwise be due in connection with a Covered Executive's termination of employment and without regard to whether such amounts are Incentive-Based Compensation;
- (d) cancelling outstanding vested or unvested equity awards (including, but not limited to, time-based vesting awards), without regard to whether such awards are Incentive-Based Compensation; and/or
- (e) taking any other remedial and recovery action permitted by law, as determined by the T&C Committee.

The repayment of Excess Compensation must be made by a Covered Executive notwithstanding any Covered Executive's belief (whether or not legitimate) that the Excess Compensation had been previously earned under applicable law and therefore is not subject to clawback.

In addition to its rights to recovery under the Policy, the Company or any affiliate of the Company may take any legal actions it determines appropriate to enforce a Covered Executive's obligations to the Company or to discipline a Covered Executive. Failure of a Covered Executive to comply with their obligations under the Policy may result in (without limitation) termination of that Covered Executive's employment, institution of civil proceedings, reporting of misconduct to appropriate governmental authorities, reduction of future compensation opportunities or change in role. The decision to take any actions described in the preceding sentence will not be subject to the approval of the T&C Committee and can be made by the Board, any committee of the Board, or any duly authorized officer of the Company or of any applicable affiliate of the Company. For avoidance of doubt, any decisions of the Company or the Covered Executive's employer to discipline a Covered Executive or terminate the employment of a Covered Executive are independent of determinations under this Policy. For example, if a Covered Executive was involved in activities that led to an Accounting Restatement, the Company's decision as to whether or not to terminate such Covered Executive's employment would be made under its employment arrangements with such Covered Executive and the requirement to apply this no-fault and non-discretionary clawback policy will not be determinative of whether any such termination is for cause, although failure to comply with the Policy might be something that could result in a termination for cause depending on the terms of such arrangements.

### **Limited Exceptions to the Policy**

The Company must recover the Excess Compensation in accordance with the Policy except to the limited extent that any of the conditions set forth below is met, and the T&C Committee determines that recovery of the Excess Compensation would be impracticable:

- (a) The direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before reaching this conclusion, the Company must make a reasonable attempt to recover such Excess Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the Exchange; or
- (b) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the legal requirements as such.

### **Other Important Information in the Policy**

The Policy is in addition to the requirements of Section 304 of the Sarbanes-Oxley Act of 2002 that are applicable to the Company's Chief Executive Officer and Chief Financial Officer, as well as any other applicable laws, regulatory requirements, rules, or pursuant to the terms of any existing Company policy or agreement providing for the recovery of compensation, including (but not limited to) the Company's Discretionary Clawback Policy (the "**Discretionary Policy**"). Any compensation that is Received prior to the Effective Date will remain subject to the Discretionary Policy. For purposes of clarification, the Discretionary Policy will remain in force and effect on and after the Effective Date, but the Discretionary Policy is meant to supplement, and not supersede, any portion of the Policy and the terms of the Discretionary Policy do not limit in any way the Policy and the Company's rights hereunder.

Notwithstanding the terms of any of the Company's organizational documents (including, but not limited to, the Company's bylaws), any corporate policy or any contract (including, but not limited to, any indemnification agreement), neither the Company nor any affiliate of the Company will indemnify or provide advancement for any Covered Executive against any loss of Excess Compensation. Neither the Company nor any affiliate of the Company will pay for or reimburse insurance premiums for an insurance policy that covers potential recovery obligations. In the event that the Company is required to recover Excess Compensation pursuant to the Policy from a Covered Executive who is no longer an employee, the Company will be entitled to seek recovery in order to comply with applicable law, regardless of the terms of any release of claims or separation agreement that individual may have signed.

The T&C Committee or Board may review and modify the Policy from time to time.

If any provision of the Policy or the application of any such provision to any Covered Executive is adjudicated to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Policy or the application of such provision to another Covered Executive, and the invalid, illegal or unenforceable provisions will be deemed amended to the minimum extent necessary to render any such provision or application enforceable.

The Policy will terminate and no longer be enforceable when the Company ceases to be a listed issuer within the meaning of Section 10D of the Exchange Act.



## ACKNOWLEDGEMENT

- I acknowledge that I have received and read the Compensation Recovery Policy (the “**Policy**”) of NetApp, Inc. (the “**Company**”).
- I understand and acknowledge that the Policy applies to me, and all of my beneficiaries, heirs, executors, administrators or other legal representatives and that the Company’s right to recovery in order to comply with applicable law will apply, regardless of the terms of any release of claims or separation agreement I have signed or will sign in the future.
- I agree to be bound by and to comply with the Policy and understand that determinations of the T&C Committee (as such term is used in the Policy) will be final and binding and will be given the maximum deference permitted by law.
- I understand and agree that my current indemnification rights, whether in an individual agreement or the Company’s organizational documents, exclude the right to be indemnified for amounts required to be recovered under the Policy.
- I understand that my failure to comply in all respects with the Policy is a basis for termination of my employment with the Company and any affiliate of the Company as well as any other appropriate discipline.
- I understand that neither the Policy, nor the application of the Policy to me, gives rise to a resignation for good reason (or similar concept) by me under any applicable employment agreement or arrangement.
- I acknowledge that if I have questions concerning the meaning or application of the Policy, it is my responsibility to seek guidance from the Legal Department, Human Resources or my own personal advisers.
- I acknowledge that neither this Acknowledgement nor the Policy is meant to constitute an employment contract.

Please review, sign and return this form to Human Resources.

### **Covered Executive**

*(print name)*

*(signature)*

*(date)*

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