

# Terms of Service

## Federal Government End Users

Effective: June 20, 2014

### Welcome Data Nerd!

Welcome to New Relic (“**New Relic**”, “**we**”, “**our**” or “**us**”). These Terms of Service (the “**Terms of Service**” and/or “**Terms**”) contain the legal terms and conditions that govern your use of and access to [www.newrelic.com](http://www.newrelic.com) and any related sites (the “**Site**”) and our Agents, Software, Documentation, Forums and Content (all as defined below and collectively, the “**Services**”) (the Site and the Services are referred to collectively as the “**New Relic Properties**”). Please review these Terms of Service carefully before using the Services.

These Terms of Service are applicable to the entity (e.g., agency, company or organization), entering into Agreement with New Relic. “You” and “your” will refer to the entity you are representing.

## 1. Services

**1.1 New Relic May Discontinue the Services.** New Relic may choose to modify or discontinue the Services, including any portions of the Services as we update our offerings and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you; However, for any orders placed by a Government agency, the Services ordered will be fulfilled as ordered and changes to the Service will apply only on a going-forward basis, and the Prime Contractor will be responsible for incorporating and negotiating the changes to the Service with the Government agency prior to any changes taking effect.

**1.2 New Relic May Modify These Terms.** New Relic may update these Terms from time to time. The most current version of these Terms will be posted on Site. When changes are made, New Relic will make a new copy of the Terms available at the Site from within, or through, the affected Service on the Site or within the Agent. We will also update the “Last Updated” date at the top of the Terms of Service. Any changes to the Terms will be effective when the terms are incorporated into the Prime Contract through a bilateral modification between the Prime Contractor and the Government agency.

**1.3 Privacy.** The New Relic Privacy Policy available online at <http://newrelic.com/privacy> governs any of the personal information that you provide to us. A copy of the Privacy Policy is attached hereto as Exhibit A to these Terms of Service and any changes will be executed by bilateral modification between the Prime Contractor and the Government agency before such changes are effective and applicable to the Government agency customer.

**1.4 Your Account.** In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by our registration form

(“**Registration Data**”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are not a person barred from using the New Relic Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You agree not to create an account using a false identity or information. You agree not to create an account or use the New Relic Properties if you have been previously removed by New Relic, or if you have been previously banned from any of the New Relic Properties. It is your responsibility to safeguard the login and password that you use to access the Services and the Forums and you agree not to share your login and password with any third party, including not sharing your login amongst two or more users. You are responsible for any activity originating from your account, regardless of whether such activity is authorized by you. You should notify New Relic immediately of any unauthorized use of your account.

**1.5 Use of the New Relic Properties.** Subject to compliance with these Terms of Service, New Relic grants to you a limited, non-exclusive, non-transferrable, non-sublicensable right to: (i) access and use the New Relic Properties for your internal business purposes; (ii) use the Documentation in support of such access and use of the New Relic Properties; and (iii) reproduce portions of the New Relic Properties for the sole purpose of using the New Relic Properties for your internal business purposes. Unless otherwise specified by New Relic in a separate license, your right to use any New Relic Properties is subject to the Terms.

- **Agent License.** Use of any of our software agents and associated documentation that is made available via the Site or the Services (each an “**Agent**”) is governed by the terms of the license agreement that accompanies or is included with the Agent, or by the license agreement expressly stated on the Site page(s) accompanying the Agent. These license terms may be posted with the Agent downloads or at the Site page where the Agent can be accessed. You will not use, download or install any Agent that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. At no time will New Relic provide you with any tangible copy of an Agent. New Relic shall deliver access to the Agents via electronic transfer or download and shall not use or deliver any tangible media in connection with the (i) delivery, installation, updating or problem resolution of any Agents (including any new releases); or (b) delivery, correction or updating of documentation. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Agents is prohibited, including any copying or redistribution of the Agents to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between the Terms and the license agreement, the license agreement shall take precedence in relation to that Agent (except as provided in the following sentence). If the Agent is a pre-release or beta version, then, except for anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Agent for any commercial purposes. If no license agreement accompanies use of the Agent, use of the Agent will be governed by the Terms. Subject to your compliance with the Terms, New Relic grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Agents for the sole purpose of enabling you to use the Services in the manner permitted by the Terms.
- **Updates.** You understand that the New Relic Properties are evolving. As a result, New Relic may require you to accept updates to the New Relic Properties that you have

installed on your computer or mobile device. You acknowledge and agree that New Relic may update the New Relic Properties with or without notifying you. You may need to update third-party software from time to time in order to use the New Relic Properties.

- ***Free Trials and Other Promotions.*** Any free trial or other promotion that provides you with free access to Commercial Services (defined below) must be used within the specified time of the trial. At the end of the trial period, your use of that Commercial Service will expire and any further use of such Commercial Service is prohibited unless you pay the applicable fees.

**1.6 Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: You may not (i) copy, modify, host, sublicense or resell the Services; (ii) frame or utilize framing techniques to enclose any trademark, logo, or other New Relic Properties (including images, text, page layout or form) of New Relic; (iii) use metatags or other “hidden text” using New Relic’s name or trademarks; (iv) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the New Relic Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (v) use any manual or automated software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials; (vi) access the New Relic Properties in order to build a similar or competitive website, application or services; (vii) remove or destroy any copyright notices or other proprietary markings contained on or in the New Relic Properties; (viii) access or attempt the access the Services by any means other than what New Relic provides or expressly allows; (ix) modify, adapt or hack the Services or modify another website so as to falsely imply that it is associated with the Services, New Relic, or any other New Relic service; (x) reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services, without the express written permission by New Relic; (xi) transmit any worms or viruses or any code of a destructive nature; or circumvent any use restrictions put into place to prevent certain uses of the Services; (xii) violate any intellectual property right of any third party or behave in a manner that is unlawful, or otherwise in violation of our Community Guidelines; (xiii) misrepresent your affiliation with a person or entity; (xiv) attempt to disable, impair, or destroy the Services or disrupt or inhibit any other user from using the Services; (xv) market or advertise through the Services; (xvi) use any data mining or similar data gathering and extraction methods in connection with the Services; or (xvii) use the New Relic Properties to violate any applicable law.

**1.7 Availability of the Services.** Information describing the Services is accessible worldwide but this does not mean the Services or certain portions of the Services are available in your country. We may restrict access to portions of the Services in certain countries. It is your responsibility to make sure your use of the Services is legal in the country where you reside. The Services may not be available in all languages. If at New Relic’s reasonable determination, you are using the New Relic Properties in a manner that violates laws, creates an excessive burden or potential adverse impact on New Relic’s systems, in addition to any of its other rights or remedies, New

Relic may, without liability to New Relic, immediately suspend your access to the New Relic Properties.

**1.8 Your Data.** Use of the Services may depend on your transmission of certain data (your “Data”). **You retain all rights and ownership in your Data. We do not claim any ownership rights in your Data.** You represent and warrant that you have the necessary rights and licenses required to provide your Data to New Relic in connection with your use of the Services and that by providing your Data in this manner, you will not violate any intellectual property rights of third parties, confidential relationships, contractual obligations or laws. Without limiting the generality of the foregoing, you shall provide all notices to, and obtain any consents from, any data subject as required by any applicable law, rule or regulation in connection with the processing of any personally identifiable information of such data subjects via the Services by New Relic and/or you. You shall be solely responsible for ensuring that any processing of Data by New Relic and/or you via the Services does not violate any applicable laws. You shall not process or submit to the Services any Data that includes any: (i) “personal health information,” as defined under the Health Insurance Portability and Accountability Act, unless it enters into a separate agreement with New Relic relating to the processing of such data; (ii) government issued identification numbers, including Social Security numbers, driver’s license numbers and other state-issued identification numbers; (iii) financial account information, including bank account numbers; (iv) payment card data, including credit card or debit card numbers; or (iv) “sensitive” personal data, as defined under Directive 95/46/EC of the European Parliament (“EU Directive”) and any national laws adopted pursuant to the EU Directive, about residents of Switzerland and any member country of the European Union, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life, or the commission or alleged commission any crime or offense.

- ***User Option to Encrypt.*** New Relic provides you with the option to encrypt the transmission of your Data. You acknowledge that it is your responsibility to encrypt the transmission of your Data should you wish to protect it. In the event you decide not to utilize encryption and transmit your Data unencrypted over a network, you assume all related risks for doing so. New Relic will not be liable for any liabilities arising from your use of the Services (including your transmission of Data) over the internet or other network.

**1.9 New Relic Stores Your Data in the United States.** New Relic provides the Service from the United States. By using and accessing the Service, you understand and agree to the storage and processing of your Data and any other information you choose to provide in the United States. New Relic reserves the right to store and process your Data and any other information you choose to provide outside of the United States and will endeavor to give you 30 days’ notice in the event of such a change.

**1.10 New Relic Proprietary Rights.** Except with respect to your Data and your User Content (defined below), you agree that New Relic and our suppliers own all rights, title and interest in the New Relic Properties and Content. New Relic’s Software and other technology that may be used to provide the Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. You will not remove, alter or obscure any copyright,

trademark, service mark or other proprietary rights notices incorporated in or accompanying the New Relic Properties. These terms do not grant you any right, title, or interest in any of the New Relic Properties or any Content other than your Data and your User Content. These Terms do not grant you any rights to use the New Relic trademarks, logos, domain names, or other brand features.

**1.11 Your Feedback.** We appreciate your ideas, comments, suggestions, documents and/or proposals (“**Feedback**”). You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant New Relic a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback.

## 2. Use

**2.1 New Relic Forums.** Your New Relic account provides you access to the New Relic Community Forums and other public areas on the New Relic Properties (collectively, the “**Forums**”). By accessing the Forums, you acknowledge that you are solely liable and responsible for how you use the Forums, as well as any damages that may result from the disclosure of your User Content. You also acknowledge that it is possible that you will be exposed to User Content from others that you may consider offensive, indecent, or otherwise objectionable. Views expressed on the Forums do not necessarily reflect New Relic’s views. New Relic does not endorse User Content posted by you or others. Certain User Content from others may be incorrectly labeled, rated, or categorized. Your use of the Forums is subject to these Terms and our Community Guidelines attached hereto as Exhibit B and available online at: <https://discuss.newrelic.com/t/community-guidelines/22>.

- ***License to Your Content.*** You grant New Relic a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, User Content (in whole or in part) for the purposes of operating and providing the Services to you. Please remember that other users may search for, see, use, modify and reproduce any of your User Content that you submit to any Forum or other “public” areas of the New Relic Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in your User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not New Relic, are responsible for all of your User Content.
- ***No Obligation to Pre-Screen User Content.*** You acknowledge that New Relic has no obligation to pre-screen any information, data, text, software, music, sound, photographs, video, messages, tags or other materials submitted by you or other users (“**User Content**”) posted or otherwise made available by users and accessible through the New Relic Properties (“**New Relic Content**”), although we reserve the right in our sole discretion to pre-screen, refuse or remove any User Content. By entering into the Terms, you provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of you User Content

and that we reserve the right to remove any User Content that violates the Terms or is otherwise objectionable. In the event that we pre-screen, refuse or remove any User Content, you acknowledge that we will do so for our benefit, not yours.

- **Storage.** Unless expressly agreed by New Relic in writing elsewhere, we have no obligation to store any of your User Content that you upload, post, email, transmit or otherwise make available on or through the New Relic Properties. We have no responsibility or liability for the deletion or accuracy of any User Content, including the failure to store, transmit or receive transmission of your User Content; or the security, privacy, storage or transmission of other communications originating with or involving use of the New Relic Properties.

## **2.2 RESERVED.**

**2.3 Support.** Technical support is only provided to users of Commercial Services based on your specific purchased Service. If you are using the Service via a Lite account, New Relic provides support via the Forums and access to New Relic installation guides and other documentation related to the Service at: <https://docs.newrelic.com/> ("Documentation").

**2.4 Account Administrators.** You may specify end users as "Administrators" through the administrative console of the Services. Administrators may have the ability to access, disclose, restrict or remove Data in or from Services accounts. Administrators may also have the ability to monitor, restrict, or terminate access to Services accounts for their end users. New Relic responsibilities do not extend to your internal management or administration of the Services. You are responsible for: (i) maintaining the confidentiality of passwords of your account and any Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

**2.5 Unauthorized Use & Access.** You will prevent unauthorized use of the Services by your Administrators and your end users and terminate any unauthorized use of or access to the Services. You will promptly notify New Relic of any unauthorized use of or access to the Services.

**2.6 Third Party Technology.** The Services may contain links to third party websites or technology (for example, we may host a library of plugins created by entities other than New Relic and our Software may include open source components) ("Third Party Technology"). New Relic does not endorse and is not responsible or liable for the products or services provided by such third parties. New Relic is not responsible for the operation or functionality of such Third Party Technology. You are solely responsible for your use of any Third Party Technology. In addition, we may provide you with software governed by an open source license. ANY THIRD PARTY TECHNOLOGY DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH YOUR USE OF THE NEW RELIC PROPERTIES IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH THIRD PARTY TECHNOLOGY.

### **3. RESERVED.**

**4. The Service is Available “AS-IS” AND WITHOUT WARRANTY.** NEW RELIC PROVIDES THE NEW RELIC PROPERTIES IN SUBSTANTIAL CONFORMANCE WITH THE APPLICABLE TECHNICAL SPECIFICATIONS PROVIDED TO YOU. YOUR USE OF THE NEW RELIC PROPERTIES IS AT YOUR OWN RISK. EXCEPT FOR THE FOREGOING, NEW RELIC PROVIDES THE NEW RELIC PROPERTIES “AS IS” AND ON AN “AS AVAILABLE BASIS” WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. New Relic makes no warranty or condition that the New Relic Properties will meet your requirements or be uninterrupted, timely, secure or error-free. New Relic makes no warranty or condition that results obtained from your use of the New Relic Properties will be accurate or reliable or that any errors in the New Relic Properties will be corrected. New Relic will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the New Relic Properties. No advice or information, whether oral or written, obtained by you in connection with your use of the New Relic Properties shall create any warranty not expressly stated in these Terms. FROM TIME TO TIME, NEW RELIC MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OR CONDITION OF ANY IND, AND MAY BE MODIFIED OR DISCONTINUED AT ANY TIME AT OUR SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES AND TOOLS. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

**5. New Relic’s Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEW RELIC, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT NEW RELIC HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NEW RELIC’S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, THE SITE, THE AGENTS AND THE FORUMS WILL AT ALL TIMES BE LIMITED TO THE GREATER OF FIFTY U.S. DOLLARS (U.S. \$50) OR THE AMOUNTS YOU PAID TO NEW RELIC IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEW RELIC AND YOU. Some states do not allow the types of limitations in this paragraph, so they may not apply to you. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Relic’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by applicable law.

**6. Termination.** If you dispute that your use is not in accordance with these Terms, such dispute shall be resolved in accordance with the requirements of the Contract Disputes Act. If you want

to terminate the Services at any time, you may do so by (a) notifying New Relic and (b) closing your account for the Services that you use. Your written notice should be sent to New Relic's address set forth in the Notice section below or to: [billing@newrelic.com](mailto:billing@newrelic.com).

**7. Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and data associated with or inside your account, including your Data. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of your Data associated therewith from our live databases. New Relic will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Data. All provisions of these Terms, which by their nature should survive, shall survive termination of Services, including without limitation ownership provisions, warranty disclaimers and limitations of liability.

**8. Electronic Communications** The communications between you and New Relic use electronic means, whether you visit the New Relic Properties or send us e-mails, or whether we post notices on the New Relic Properties or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. Your consent in this section does not affect your statutory rights.

**9. Notice.** Where New Relic requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at the following address: New Relic, Inc. 188 Spear Street, Suite 1200, San Francisco, California 94105. Such notice shall be deemed given when received by New Relic by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**10. Export Control.** You may not use, export, import or transfer the New Relic Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the New Relic Properties and any other applicable laws. In particular, but without limitation, the New Relic Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone of the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the New Relic Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the New Relic Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by New Relic are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not,



without prior U.S. government authorization, export, re-export, or transfer the New Relic Properties, or any portion thereof, either directly or indirectly, to any country in violation of such laws and regulations.

**11. U.S. Government End Users.** The Service is a “commercial item” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in FAR 12.212 and any other applicable government procurement regulations. If the Service, or any associated documentation or technical data, is to be used by or on behalf of the U.S. Government, then the U.S. Government’s rights in the Service and any such documentation or technical data will be only those specified in (and will be subject to the terms and conditions of) these Terms. The foregoing provisions are in lieu of and supersede any other FAR, DFARS, or other clauses, provisions, and supplemental regulations that may address Government rights in computer software or technical data in relation to the Services.

**12. Governing Law.** The Terms and any action related thereto will be governed and interpreted by and under the Federal law of the United States, without giving effect to any principles that provide for the application of the law of another jurisdiction. Where there is no governing Federal law, the laws of the State of California shall apply.

**13. General Terms.** These Terms, constitute the entire and exclusive agreement between New Relic and you with respect to the Services and supersede and replace any other agreements, terms and conditions applicable to the Services; however, they shall not supersede the terms of the underlying GSA Schedule Contract nor any negotiated Order between you and a third party that may be applicable to the Services. These Terms constitute the entire and exclusive agreement between New Relic and you with respect to the New Relic Properties. These Terms create no third party beneficiary rights. New Relic’s failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void. New Relic may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services pursuant to FAR 52.232-23 “Assignment of Claims” (Jan 1986) and FAR subpart 42.12 “Novation and Change-of-Name Agreements,” if and as applicable. You and New Relic are not legal partners or agents; but rather we have an independent contractor relationship. New Relic will not be responsible for any failure to perform or delay in performing any of its obligations under these Terms where and to the extent that such failure or delay results directly or indirectly from an event beyond New Relic’s reasonable control.

**14. Copyright Infringement** New Relic respects the intellectual property rights of others and we expect our users to do the same. We respond to notices of copyright infringement consistent with the Digital Millennium Copyright Act (“DMCA”). If you believe that your work has been infringed in connection with the Services or access to your content was disabled or removed by New Relic as a result of an improper copyright infringement notice, please see our DMCA notification procedures found at: <http://newrelic.com/dmca/> and filling out the form.

Carahsoft Technology Corporation:Contract # GS-35F-0119Y

Our designated agent for notice of alleged copyright infringement is:

Attn: DMCA Copyright Agent  
New Relic, Inc  
188 Spear Street, Suite 1200  
San Francisco, CA 94105

Exhibit A

New Relic Privacy Policy

# Privacy Policy

New Relic, Inc (“**New Relic**”) is committed to protecting your privacy. We have prepared this Privacy Policy to describe to you our practices regarding the Application Data and Personal Data (each as defined below) that we collect from users of our website (located at [www.newrelic.com](http://www.newrelic.com)), the New Relic RPM products (the “**Products**”), or related services. This Privacy Policy is incorporated into, and considered a part of, the New Relic Terms of Service, currently located at <http://newrelic.com/terms>.

This Privacy Policy covers our collection, use and disclosure of information we collect through our website [www.newrelic.com](http://www.newrelic.com) and our service [rpm.newrelic.com](http://rpm.newrelic.com). The use of information collected through our service shall be limited to the purpose of providing the service for which the Client has engaged New Relic.



New Relic, Inc. has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been reviewed by TRUSTe for compliance with TRUSTe's [Program Requirements](#) and the [TRUSTed Cloud Program Requirements](#) including transparency, accountability and choice regarding the collection and use of your personal information. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy policy or practices, please contact us at [info@newrelic.com](mailto:info@newrelic.com). If you are not satisfied with our response you can contact [TRUSTe here](#). The TRUSTe program covers the website [www.newrelic.com](http://www.newrelic.com), New Relic RPM and New Relic mobile app. The TRUSTe program does not cover

information that may be collected through downloadable software or through offline means.



We self-certify compliance with:

New Relic complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. New Relic has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view New Relic's certification, please visit <http://www.export.gov/safeharbor/>.

### *User Consent*

By submitting or making available Application Data or Personal Data through our website, Products, or related services, you agree to the terms of this Privacy Policy and you expressly consent to the processing of your Application Data and Personal Data in accordance with this Privacy Policy. Your Personal Data may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding processing of Personal Data may be less stringent than the laws in your country.

## **Information We Collect About You**

### *A Note About Children*

We do not intentionally gather Personal Data about visitors who are under the age of 13.

### *Types of Data We Collect*

New Relic collects Personal Data and Anonymous Data from you when you visit our site, when you send us information or communications, and/or when you download and use our Products. **"Personal Data"** means data that allows someone to identify or

contact you, including, for example, your name, phone number, zip code, and e-mail address. “**Anonymous Data**” means data about you that is not associated with or linked to your Personal Data (but does not include Application Data, which is covered later in this Privacy Policy); Anonymous Data does not permit the identification of individual persons. We collect Personal Data and Anonymous Data, as described below.

### *Personal Data You Provide to Us*

We collect Personal Data from you, such as first and last name, phone number, zip code, e-mail, professional title, company name, and password, when you purchase Products, register to receive information, or post a comment on our blog. In addition, we (or our third-party credit card or payment processor on our behalf) will collect Personal Data including your credit card number or account information when you purchase Products or services on our website. We also retain information on your behalf, such as the Personal Data described above and any correspondence or blog comments. If you provide us feedback or contact us via e-mail (e.g., in response to an employment opportunity posted on our website), we will collect your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply, and any information that you submit to us, such as a resume. When you participate in one of our surveys, we may collect additional profile information such as your name, phone number, address, and e-mail address. When you post comments on our blog, the information contained in your posting will be stored on our servers and other users will be able to see it. To request removal of your personal information from our blog or community forum, contact us at [info@newrelic.com](mailto:info@newrelic.com). In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why. We also collect other types of Personal Data that you provide to us voluntarily, such as operating system and version, information about your application and operating environment, and other requested information if you contact us via e-mail regarding support for the Products). We may also collect Personal Data at other points in our website that state that Personal Data is being collected.

## *Personal Data Collected via Technology*

To make our website, Products, and related services more useful to you, our servers (which may be hosted by a third-party service provider) collect Personal Data from you, such as browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit. We may also use Cookies (as defined below) and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and the solutions and information for which you searched and which you viewed. Like most Internet services, we automatically gather this Personal Data and store it in log files each time you visit our website or access your account on our network.

**“Cookies”** are small pieces of information that a website sends to your computer’s hard drive while you are viewing a web site. We link the information we store in cookies to the personally identifiable information you submit while on our site. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our website. Persistent Cookies can be removed by following Internet browser help file directions. If you choose to disable Cookies, some areas of our website may not work properly.

The use of cookies by our [partners, affiliates, tracking utility company, service providers] is not covered by our privacy statement. We do not have access or control over these cookies. Our [partners, affiliates, tracking utility company, service providers] use session ID cookies to improve the quality of experience when you interact with our website, Products, and related services.

Our third party advertising partner employs a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), that help us better manage content on our site by informing us what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user’s computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at

the end of this sentence. We tie the information gathered by clear gifs to our customers' personally identifiable information.

We use clear gifs in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns.

We use local shared objects, also known as Flash cookies, to serve you video content. Third Parties, with whom we partner to provide these features on our site, use Flash cookies to collect and store information.

Flash cookies are different from browser cookies because of the amount of, type of, and how data is stored. Cookie management tools provided by your browser will not remove Flash cookies. To learn how to manage privacy and storage settings for Flash cookies click [here](#).

### ***Personal Data Collected by Third Parties***

We may receive Personal Data about you from other sources like telephone or fax, from companies that provide our Products or services by way of a co-branded or private-labeled website, companies that offer their products and/or services on our website, or companies that provide services (such as payment processing services) in connection with our website ("**Partner Companies**"). Our Partner Companies may supply us with Personal Data, such as your name and e-mail and mailing address information, in order to help us establish the account or fulfill orders.

Except as otherwise expressly provided in this Privacy Policy, only New Relic collects Personal Data through our website, Products, or the related services provided solely by New Relic. This Privacy Policy applies only to the use and disclosure of Personal Data that we collect while you use our website, Products, or related services.

Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. When you click on such a link, you will leave our site and go to another site. During this process, a third party may collect Personal Data or Anonymous Data from you.

We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of data after you click on a link to a third party. We encourage you to carefully read the privacy statement of any Web site you visit.

### *Use of Your Personal Data*

In general, Personal Data you submit to us is used either to respond to requests that you make, or to aid us in serving you better. New Relic uses your Personal Data in the following ways: to facilitate the creation of and secure your account on our network; identify you as a user in our system; provide improved administration of our website, Products, and related services; improve the quality of experience when you interact with our website, Products, and related services; send you a welcome e-mail to verify ownership of the e-mail address provided when your account was created; send you administrative e-mail notifications, such as security or support and maintenance advisories; respond to your inquiries related to employment opportunities or other requests; send promotional communications; provide you with hardcopy or electronic newsletters, or surveys; send upgrades and special offers related to our Products and related services and for other marketing purposes of New Relic, should you request to receive such communications from us; make telephone calls to you, from time to time, as a part of secondary fraud protection or to solicit your feedback.

We may create Anonymous Data records from Personal Data by excluding information (such as your name) that make the data personally identifiable to you. We use this Anonymous Data to analyze request and usage patterns so that we may enhance the content of our Products and services and improve site navigation. New Relic reserves the right to use for other purposes and to disclose Anonymous Data to third parties in its discretion.

If you provide feedback on any of our Products or related services to us, we may use such feedback for any purpose, provided we will not associate such feedback with your Application Data or your Personal Data. New Relic will collect any information contained in such communication and will treat the Application Data and Personal Data in such communication in accordance with this Privacy Policy.



## ***Disclosure of Your Personal Data***

We may share your Personal Data with third parties to provide technical support or to provide specific services, such as hosting of your applications, communicating with you via live chat software or payment processing for purchases.

Regardless of any choices you make regarding your Personal Data (as described below), New Relic may disclose Personal Data if it believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on New Relic; or (b) protect or defend the rights or property of New Relic or users of the Products or related services.

If New Relic is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

Except as otherwise stated in this policy, we do not sell, trade, share, or rent the Personal Data collected from our services to third parties other than as outlined in this policy. You expressly consent to the sharing of your Personal Data as described in this policy.

## ***Mobile Application***

When you use our New Relic mobile app, we do not ask for, access or track any specific location based information from your mobile device at any time while downloading or using our mobile apps or services. We send push notifications to alert you of new activity on New Relic. If you no longer wish to receive such push communications, please turn them off at the device level.

## ***Your Choices Regarding Your Personal Data***

We offer you choices regarding the collection, use, and sharing of your Personal Data. We will periodically send you free newsletters and e-mails that directly promote the use of our site or the purchase of our Products or services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by

following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly (please see contact information below). Should you decide to opt-out of receiving future mailings, we may share your e-mail address with third parties to ensure that you do not receive further communications from third parties. Despite your indicated e-mail preferences, we may send you notices of any updates to our Terms of Service or Privacy Policy.

You may change any of your Personal Data in your account by editing your profile within the registration portion of our website or by sending an e-mail to us at the e-mail address set forth below. You may request deletion of your account information by us by sending an email to [support@newrelic.com](mailto:support@newrelic.com), but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). We will respond to access to Personal Data within 30 days. When we delete account information, it will be deleted from the active database, but may remain in our archives. We will otherwise retain your information for as long as your account is active or as needed to provide you services as well as is necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### ***Advertising***

We partner with a third party ad network to either display advertising on our Web site or to manage our advertising on other sites. Our ad network partner uses cookies and Web beacons to collect non-personally identifiable information about your activities on this and other Web sites to provide you targeted advertising based upon your interests. If you wish to not have this information used for the purpose of serving you targeted ads, you may opt-out by [clicking here](#).

Please note this does not opt you out of being served advertising. You will continue to receive generic ads.

### ***Testimonials***

We post customer testimonials on our web site which may contain personally identifiable information. We do obtain the customer's consent via email prior to posting

the testimonial to post their name along with their testimonial. If you want your testimonial removed please contact us at [info@newrelic.com](mailto:info@newrelic.com).

### ***Social Media Features and Widgets***

Our web site includes social media features, such as the Facebook Like button and widgets, such as the “Share this” button or interactive mini-programs that run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our website. Your interactions with these features are governed by the privacy policy of the company providing it.

### ***Your California Privacy Rights***

Our customers who are California residents may request and obtain from us once a year, free of charge, certain information about the Personal Data (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of Personal Data that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to [info@newrelic.com](mailto:info@newrelic.com)

### ***Information Related to Data Collected for our Clients***

New Relic processes information under the direction of its Clients, and has no direct relationship with the individuals whose personal data it processes. New Relic works with its Clients to help them provide notice to their customers concerning, the purpose for which personal information is collected.

We collect personally identifiable information such as first and last name, phone number, zip code, e-mail address, professional title, company name, and password from our Customers.

We use this information to respond to requests that you make, or to aid us in serving you better. New Relic uses your Personal Data in the following ways: to facilitate the creation of and secure your account on our network; identify you as a user in our

system; provide improved administration of our website, Products, and related services; improve the quality of experience when you interact with our website, Products, and related services; send you a welcome e-mail to verify ownership of the e-mail address provided when your account was created; send you administrative e-mail notifications, such as security or support and maintenance advisories; send promotional communications; provide you with hardcopy or electronic newsletters, or surveys; send upgrades and special offers related to our Products and related services and for other marketing purposes of New Relic, should you request to receive such communications from us; make telephone calls to you, from time to time, as a part of secondary fraud protection or to solicit your feedback.

New Relic collects information under the direction of its Clients, and has no direct relationship with the individuals whose personal data it processes. New Relic works with its Clients to help them provide notice to their customers concerning, the purpose for which personal information is collected.

### *Choice*

We collect information for our clients, if you are a customer of one of our Clients and would no longer like to be contacted by one of our Clients that use our service, please contact the client that you interact with directly. If you are a Client and would like to update your account please email us at [support@newrelic.com](mailto:support@newrelic.com).

### *Access to Data Controlled by our Clients*

New Relic has no direct relationship with the individuals whose personal data it processes nor does it store the information provided to the Customer. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to the New Relic's Client (the data controller). If the Client requests New Relic to remove the data, we will respond to their request within 30 business days.

### *Types of Application Data We Collect*

New Relic collects Application Data when our Products are deployed in your applications. “**Application Data**” means data about the performance of your application, system data (such as version data, names of plug-ins, etc.) about the environment in which your application is operating, data about transactions in your

application (“**Transaction Data**”), stack traces and source code snippets for certain classes of errors, and other similar data related to your application.

### *Use of Your Application Data*

Application Data we collect is primarily used to display application performance information back to the account user. It is also used by New Relic personnel to answer questions that customers may have about their account and to develop and improve our products. New Relic may also aggregate Application Data across multiple accounts and use this data to create and publish industry benchmarks or comparative application performance metrics. Individual Transaction Data collected by New Relic is obfuscated by default. Users have the option of changing the configuration of New Relic’s products so that individual Transaction Data is not obfuscated. You also have the option of disabling collection of certain types of Application Data collected through our Products and services, which you may exercise by following the instructions in the user manual for the applicable Product or service.

### *Disclosure of Your Application Data*

We may share your Application Data with third parties to provide technical support or to provide specific services, such as hosting of your applications.

We may enter into agreements with Partner Companies such as hosting companies or other services providers. A Partner Company may want access to Application Data that we collect from its customers. As a result, we may provide your Application Data to a Partner Company on a confidential basis in order assist the Partner Company in providing customer support. Because we do not control the privacy practices of our Partner Companies, you should read and understand their privacy policies.

New Relic may disclose Application Data if it believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on New Relic; or (b) protect or defend the rights or property of New Relic or users of the Products or related services.

If another company acquires our company or our assets, that company will possess the Application Data collected by it and us and will assume the rights and obligations regarding your Application Data as described in this Privacy Policy.

Except as otherwise stated in this policy, we do not disclose the Application Data collected from our services to third parties without consent from you. You expressly consent to the sharing of your Application Data as described in this policy.

### ***Security of Your Application and Personal Data***

New Relic is committed to protecting the security of your Application Data and Personal Data. We use a variety of industry-standard security technologies and procedures to help protect your Application Data and Personal Data from unauthorized access, use, or disclosure. When you enter sensitive information (such as a credit card number) on our order forms, we encrypt the transmission of that information using secure socket layer technology (SSL). We also require you to enter a password to access your account information. Please do not disclose your account password to unauthorized people. Despite these measures, you should know that New Relic cannot fully eliminate security risks associated with Application Data and Personal Data and mistakes and security breaches may happen. If you have any questions about security on our Web site, you can contact us at the information below.

### ***Contact Information***

New Relic welcomes your comments or questions regarding this Privacy Policy. Please e-mail us at [info@newrelic.com](mailto:info@newrelic.com) or contact us at the following address:

New Relic, Inc.  
Attn: Legal Department  
188 Spear Street, Suite 1200  
San Francisco, CA 94105

### ***Changes to This Privacy Policy***

This Privacy Policy is subject to occasional revision, and if we make any substantial changes in the way we use your Application Data and Personal Data, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or by

prominently posting notice of the changes on our website. Any material changes to this Privacy Policy will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you of the changes, thirty (30) calendar days following our posting of notice of the changes on our site, or the date that you accept the changes (e.g., by clicking an "I Accept" button or similar means). These changes will be effective immediately for new users of our website, Products or related services. Please note that at all times you are responsible for updating your Personal Data to provide us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. In any event, changes to this Privacy Policy may affect our use of Application Data or Personal Data that you provided us prior to our notification to you of the changes. If you do not wish to permit changes in our use of your Application Data or Personal Data, you must notify us prior to the effective date of the changes that you wish to deactivate your account with us. Continued use of our website, Products, or related services, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

This Privacy Policy was last revised on May 28, 2014.

## Exhibit B

### New Relic Community Guidelines

# Community Guidelines

Welcome to the New Relic Community Forums! We have this community to support each other's use of New Relic in our projects. We encourage everyone to help each other out, post tips and tricks, share requests on how to improve New Relic and to share how you use New Relic with your projects.

Our community focuses on ensuring that everyone has a positive experience with New Relic. Our core values include transparency, compassion, learning, and trust.

## How can you participate?

Jump in and start a new topic or reply to an existing topic! This is a professional but casual community and we encourage you to have fun while learning about New Relic and helping others on their adventure.

## What if I need support?

Awesome! That is what we're here for. Here are some guidelines for having the best support experience:

- Be very descriptive. More context and more of the story will help community members have the information they need to help you:
- Include the product you're using and the version of that product. For instance, "I am using the PHP Agent 3.1.2 on a LAMP stack."
- Include a step-by-step rundown so that others can try to reproduce the issue.
- If you want help from New Relic support staff on an issue visible in RPM then post the [permalink](#) for New Relic support staff to view. Only New Relic will be able to access and view your permalink.
- Include any of your relevant screenshots (black out or crop out any personally identifiable information).
- Include any clear code snippets that you are using for NR instrumentation



### ***What if my support needs require sharing logs?***

Logs can help in a variety of situations. If the logs you need to share include personally identifiable information, please either black out or remove those details prior to sharing or start your topic without the logs. If we need logs to help out then we'll ask, promise!

### **What if I have a Feature Request?**

We want to hear your story. Please share with the community what you'd like to see in New Relic, including changes, support for platforms, improvements, or entirely new features. Sharing your story or use-case can really help our product managers understand your core needs. The more detail you include the better to help us improve New Relic for you.

### **... and Bug Reports?**

We don't like bugs; but they are also part of software development so we'd like to squash them when they do appear. When reporting these, be as detailed as possible. Please include a step-by-step run-down of how to reproduce the bug. Some helpful information to include:

- Your browser and operating system
- The product and product version you're using
- A detailed description of what went awry and what you expected to happen
- Any clear code snippets that may be in use
- A screenshot if appropriate (black out or crop out any personally identifiable information).

### **What if my post doesn't fit into any of the above descriptions?**

Post anyway! If you'd like to discuss the community itself, post in Meta. If you have a general tech topic that you'd like to discuss, post in Dev Chat. If none of these fits, go ahead and post in Uncategorized.

### **What should I avoid doing?**

Our community is public and there are items that you will not want to post in any public community for your own security:

- Don't post personally identifiable information. This includes phone numbers, email addresses, license keys, SSH keys, passwords, etc.

- Don't spam or advertise.

### **Final Notes**

This is our community, together. We want everyone to feel welcome and supported. Relax, take off your coat, and join us in building an awesome community that we're all proud to be part of!

*Your use of the New Relic Community Forums is subject to the [New Relic Terms of Service](#).*