New Relic Data Processing Addendum

This Data Processing Addendum ("**Addendum**") including its Exhibits forms part of the agreement ("**Agreement**") for the purchase of services between New Relic, Inc. a Delaware corporation with offices located at 188 Spear Street, Suite 1000, San Francisco, CA 94105 ("**New Relic**") and the entity identified as Customer on the signature page of this Addendum. From the date of the last signature of the duly authorized representative of both parties, the Addendum shall form part of the Agreement. If the parties previously entered into a data processing agreement for New Relic Services, such data processing agreement is hereby terminated upon signature of this Data Processing Addendum by Customer.

If and to the extent New Relic processes Personal Data on behalf of Customer's Affiliates, Customer enters into this Addendum on behalf of itself and as agent for its Affiliates, and references to Customer under this Addendum shall include Customer and its Affiliates, provided however that (to the extent permitted by law) the Customer is the sole entity which may enforce this Addendum on its own behalf and on behalf of its Affiliates.

HOW TO EXECUTE THIS ADDENDUM:
1. This DPA consists of two parts: the main body of the DPA and Exhibits 1, 2.
2. This DPA has been pre-signed on behalf of New Relic. To complete this DPA, Customer must:
      a. Complete the information in the signature box and sign on Page 9.
      b. Complete the information required at Exhibit 1 (Page 10) and sign this.
      c. Send the signed DPA to New Relic by email to dataprivacy@newrelic.com.

Upon receipt of the validly completed DPA by New Relic at this email address, this DPA will become legally binding.

The General Data Protection Regulation ("**EU GDPR**") and the UK GDPR Article 28 provisions have been addressed in sequential order at those sections within this DPA to which they correspond. Please note that the Article 28 provisions and its attendant requirements have been addressed in this Addendum by tailoring New Relic's obligations thereunder to reflect New Relic's service offering and are not intended to reflect those requirements verbatim.

1.   **Introduction.** New Relic provides performance monitoring and analytics services for applications, infrastructure systems, mobile applications, browser and client-side software, and other digital systems, as specified in the applicable order from Customer. In the course of receiving these Services Customer may send personal data from individuals in the EEA, the United Kingdom and/or Switzerland as part of the data Processed by New Relic on its behalf via the New Relic Software to provide the Services. Pursuant to this, the parties seek to clarify the applicable responsibilities in this Addendum.

2.   **Definitions.**

Capitalized terms used but not defined in this Addendum shall have the same meanings as set out in the Agreement. In this Addendum, the following terms shall have the following meanings:

"**Affiliate**" means an entity where Customer owns greater than 50% of the voting securities, provided that such an entity will be considered an Affiliate for only such time as such equity interest is maintained.

"**Data Privacy Framework**" means the: EU-U.S. and/or the Swiss- U.S. Data Privacy Framework ("**DPF**"), including, where applicable, the UK Extension to the DPF ("**UK Extension**") which is operated by the U.S. Department of Commerce.

"**DPF Principles**" means the Data Privacy Framework Principles.

"**Data Protection Laws**" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("**EU GDPR**"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) any national data protection laws made under or pursuant to (i) or (ii); and (iv) (where applicable) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**"), the United Kingdom Data Protection Act 2018 and the Privacy and Electronic Communications Regulations (PECR) (in each of cases (i) to (iv), as superseded, amended or replaced).

"**Controller**", "**Processor**", "**Data Subject**" and "**Process**" (and "**Processes**", "**Processed**" and "**Processing**") have the meanings given to them under the EU GDPR/UK GDPR shall be interpreted accordingly.

"**EEA**" means, for the purposes of this Addendum, the European Economic Area.

"**Standard Contractual Clauses**" means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council. The Standard Contractual Clauses include, where applicable, the UK SCCs.

"**New Relic Group**" means the subsidiaries and affiliates of New Relic, Inc. that may assist in the performance of Services.

"**Personal Data**" means any information relating to an identified or identifiable natural person (Data Subject) included in the Customer Data that New Relic processes on behalf of Customer as a Processor in the course of providing the Services, as more particularly described in this Addendum and which relates to Data Subjects located in (i) the EEA, the United Kingdom and/or Switzerland. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to a name, an identification number etc. or to one or more factors specific to the physical, physiological etc. identity of that natural person.
"**Personal Data Breach**" means a breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

"**Restricted Transfer**" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the Swiss DPA applies, a transfer of personal data from Switzerland to any country which is not recognized to provide adequate protection by the Swiss Federal Data Protection and Information Commission; and (iii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

"**Sub-Processor**" means any Processor engaged by New Relic to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this Addendum. Sub-Processors may include third parties or members of the New Relic Group.

"**Swiss DPA**" means the Swiss Federal Act on Data Protection 1992 (including as amended or superseded).

3. **Relationship with the Agreement**

3.1 This Addendum supersedes any conflicting or inconsistent provisions in the Agreement related to data

protection and, in the event of any such conflict, this Addendum will prevail. The Agreement, as amended and modified by this Addendum, otherwise remains in full force and effect.

3.2 Any claims brought under or in connection with this Addendum shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement. Where the Standard Contractual Clauses apply, any claims brought under the Standard Contractual Clauses shall also be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement. In no event shall either party limit its liability with respect to any Data Subject or any competent supervisory authority under the Standard Contractual Clauses.

3.3 No one other than a party to this Addendum, its successors and permitted assignees shall have any right to enforce any of its terms.

3.4 This Addendum shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Law.

3.5 This Addendum and the Standard Contractual Clauses (if applicable) shall terminate simultaneously and automatically with the termination or expiration of the Agreement.

4. Scope of this Addendum

4.1 This Addendum applies where, and only to the extent that, New Relic processes Personal Data that is subject to Data Protection Laws on behalf of Customer as Processor in the course of providing the Services pursuant to the Agreement. This Addendum does not include personal data collected in accordance with the General Data Privacy Notice for which New Relic determines the purposes and means of processing.

5. International Transfers

5.1 **Data Regions.** New Relic's data hosting regions are located in the US and the EU and may be subject to further expansion, as further described in the Documentation. Personal Data held in Customer's Account in the Services environment will be: (i) hosted in the data hosting region selected by Customer during the provisioning of the Account or (ii) hosted in the data region selected by Customer in configuring a new feature or functionality. New Relic will not migrate Customer's Account in the Services environment to another data hosting region without Customer's prior consent.

5.2 **Operational Access and Processing**. Without prejudice to Section 5.1, New Relic or its Sub-Processors may access and Process Personal Data outside the EEA, including in the U.S., as necessary to maintain, secure, or perform the Services, for technical support, or as necessary to comply with law or a binding order of a government body as further described in Section 14 (Government Requests). New Relic may also engage Sub-Processors as further described in Section 9 (Sub-Processing).

5.3 **Data Privacy Framework. With respect to the transfer of** Personal **Data to the U.S. from the EEA and/or Switzerland,** New Relic is certified under the DPF and complies with the DPF Principles when processing such Personal Data. If New Relic's certification under the DPF is revoked or otherwise invalidated, New Relic shall, where applicable, inform Customer and (if applicable) upon request, take reasonable and appropriate steps to remediate any unauthorized processing.

5.4 **Restricted Transfers.** The parties agree that when the transfer of Personal Data from Customer to New Relic is a Restricted Transfer the appropriate Standard Contractual Clauses as set out in Sections 5.5 & 5.6 of this Addendum shall apply. Where the DPF applies in respect of a Restricted Transfer, and

if New Relic's certification under the DPF is revoked and/or if the DPF is invalidated, or otherwise no longer applies, Sections 5.5 and 5.6 will apply for that Restricted Transfer.

5.5 **Transfers outside the EEA and Switzerland.** In relation to Personal Data that is protected by the EU GDPR and/or the Swiss DPA, the Standard Contractual Clauses are incorporated and will apply completed as follows (as applicable):

(a) Where Customer is a Controller of the Personal Data protected by the EU GDPR, then Module 2 of the Standard Contractual Clauses applies between Customer as "data exporter" (notwithstanding that the Customer may be an entity located outside the EEA) and New Relic as "data importer" on the following basis: (i) in Clause 7, the optional docking clause will apply, (ii) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-Processor changes shall be as set out in Section 9.2 of this Addendum; (iii) in Clause 11, the optional language shall not apply, (iv) in Clause 17, Option 1 will apply, and the Standard Contractual Clauses will be governed by Irish law, (v) in Clause 18(b), disputes shall be resolved before the courts of Ireland, (vi) Annex 1 to the Standard Contractual Clauses will be deemed to incorporate Exhibit 1 to this Addendum and (vii) Annex 2 to the Standard Contractual Clauses will be deemed to incorporate Exhibit 2 of this Addendum. Where Customer is a Controller of Personal Data protected by the Swiss DPA, then Module 2 of the Standard Contractual Clauses applies between Customer as "data exporter" and New Relic as "data importer" on the preceding basis and additionally: (i) in Clause 13 the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commission; (ii) the term Member State must not be interpreted in such a way as to exclude Data Subjects in Switzerland from enforcing their rights in their place of habitual residence in accordance with Clause 18(c), (iii) all references to the EU GDPR in this Addendum are also deemed to refer to the Swiss DPA, and (iv) the Standard Contractual Clauses also protect the personal data of legal entities until such time as a revised Swiss DPA enters into force.

(b) Where Customer is a Processor on behalf of a third party Controller, then Module 3 of the Standard Contractual Clauses applies between Customer as "data exporter" (notwithstanding that Customer or the third party Controller may be an entity located outside the EEA) and New Relic as "data importer" on the following basis: (i) in Clause 7, the optional docking clause will apply, (ii) in Clause 9, Option 2 will apply, the time period for prior notice of Sub-Processor changes shall be as set out in Section 9.2 of this Addendum, and New Relic shall fulfil its Sub-Processor notification obligations under Clause 9 by notifying Customer of any Sub-Processor changes in accordance with Section 9.2 of this Addendum (and Customer shall, in turn, be responsible for notifying the relevant Controller and communicating any objections it may raise to New Relic); (iii) in Clause 11, the optional language shall not apply, (iv) in Clause 17, Option 1 will apply, and the Standard Contractual Clauses will be governed by Irish law, (v) in Clause 18(b), disputes shall be resolved before the courts of Ireland, (vi) Annex 1 to the Standard Contractual Clauses will be deemed to incorporate Exhibit 1 to this Addendum and (vii) Annex 2 to the Standard Contractual Clauses will be deemed to incorporate Exhibit 2 of this Addendum. Where Customer is a Processor on behalf of a third party Controller of Personal Data protected by the Swiss DPA, then Module 3 of the Standard Contractual Clauses applies between Customer as "data exporter" and New Relic as "data importer" on the preceding basis and additionally: (i) in Clause 13 the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commission; (ii) the term Member State must not be interpreted in such a way as to exclude data subjects in Switzerland from enforcing their rights in their place of habitual residence in accordance with Clause 18(c), (iii) all references to the EU GDPR in this Addendum are also deemed to refer to the Swiss DPA, and (iv) the Standard Contractual Clauses also protect the personal data of legal entities until such time as a revised Swiss DPA enters into force.

5.6 **Transfers outside the UK.** In relation to Personal Data that is protected by the UK GDPR, the Standard Contractual Clauses will apply completed with the following modifications:

(a)   (i) each party will be deemed to have signed the "UK Addendum to the EU Standard Contractual Clauses" ("**UK Addendum**") issued by the Information Commissioner's Office under Section 119 A of the United Kingdom Data Protection Act 2018, (ii) the Standard Contractual Clauses shall be deemed amended as specified by the UK Addendum in respect of the transfer of Personal Data, (iii) in Table 1 of the UK Addendum, the parties' contact information is located in Exhibit 1 of this Addendum, (iv) in Table 2 of the UK Addendum, information on the Standard Contractual Clauses, modules and selected clauses is located in Section 5.4 above, (v) Table 3 of the UK Addendum shall be deemed completed with the information set out at Exhibits 1 & 2 of this Addendum, and (vi) in Table 4 of the UK Addendum, either party may end the UK Addendum in accordance with its terms and the respective box for each is deemed checked (**"UK SCCs"**) and

(b)   If sub-clause (a) above does not apply, then Customer and New Relic shall cooperate in good faith to implement appropriate safeguards for transfers of such Personal Data as required or permitted by the UK GDPR without undue delay.

(c)   With respect to the transfer to the U.S. of Personal Data that is subject to the UK GDPR, the UK Extension shall apply. If New Relic's certification under the UK Extension is revoked and/or if the UK Extension is invalidated, or otherwise no longer applies, then sections 5.6 (a) & (b) shall apply in respect of that transfer.

5.7   If the Standard Contractual Clauses apply, Customer agrees that the Standard Contractual Clauses constitute New Relic's Confidential Information as that term is defined in the Agreement and may not be disclosed by Customer to any third party without New Relic's prior written consent unless permitted pursuant to Agreement. This shall not prevent disclosure of the Standard Contractual Clauses to a Data Subject nor to a competent supervisory authority upon request. In the event that the current Standard Contractual Clauses are superseded or replaced by new standard contractual clauses approved by the competent authority for Personal Data in: (i) the EEA and/or (ii) the United Kingdom, New Relic and Customer agree that such new standard contractual clauses shall automatically apply to the transfer of such Personal Data from Customer to New Relic and shall be deemed completed on a mutatis mutandis basis to the completion of the Standard Contractual Clauses as described above. In the event that the standard contractual clauses (in any form) are no longer accepted as a valid transfer mechanism, the parties shall take such steps as are necessary to ensure that any ongoing transfer of Personal Data is in accordance with applicable law.

5.8   **Suspension of Transfer.** Where the Standard Contractual Clauses apply, the parties acknowledge that New Relic may process the Personal Data only on behalf of Customer and in compliance with Customer's instructions and the Clauses. If New Relic becomes aware that it cannot provide such compliance it agrees to promptly inform Customer of its inability to comply, and Customer will be entitled to suspend the transfer of data under Clauses 14(f) and/or 16(b) of the Standard Contractual Clauses. If Customer intends to suspend the transfer of Personal Data, it shall provide notice to New Relic within a reasonable period of time to cure the non-compliance ("**Cure Period**"). If, after the Cure Period, New Relic has not or cannot cure the non-compliance, Customer may suspend or terminate the transfer of Personal Data immediately. Notwithstanding the foregoing, Customer shall not be required to afford New Relic a Cure Period where it reasonably considers there is a material risk of harm to Data Subjects or their personal data or where a competent supervisory authority has directed the suspension or termination of the transfer of Personal Data.

6.   *EU GDPR/ UK GDPR Article 28 (3) (A):* **Roles and Scope of Processing**

6.1   **Roles of the parties.** As between the parties, Customer is the Controller of Personal Data and New Relic shall process Personal Data only as a Processor acting on behalf or on the instruction of Customer.

6.2 **New Relic Processing of Personal Data.** New Relic shall only process Personal Data upon lawful documented instructions from Customer, including those in the Agreement, in this Addendum and Customer's configuration of the New Relic Services or as otherwise necessary to provide the Services; except where required otherwise by applicable laws (and provided such laws do not conflict with applicable Data Protection Laws); in such case, New Relic shall inform Customer of that legal requirement upon becoming aware of the same (except where prohibited by applicable laws). New Relic is responsible for compliance with its obligations under this Addendum and for compliance with its obligations as a Processor under Data Protection Laws.

6.3 **Customer Processing of Personal Data**. Customer agrees that (i) it shall comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Personal Data and any processing instructions it issues to New Relic; and (ii) it has provided notice, has an adequate basis of processing, and has obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for New Relic to process Personal Data and provide the Services pursuant to the Agreement and this Addendum. New Relic is not responsible for determining the requirements of the laws applicable to Customer's business or that New Relic's provision of the Services meets the requirements of such laws. New Relic is not responsible for complying with Data Protection Laws specifically applicable to Customer or Customer's industry and to which New Relic is not subject by virtue of New Relic's role as the provider of a SaaS (software as a service) Service.

6.4 **Details of Data Processing.** Are set forth in the attached Exhibit 1 (Details of Processing).

7. *EU GDPR/UK GDPR Article 28 (3) (B):* **Confidentiality of Processing**

7.1 New Relic shall ensure that any persons authorized by New Relic authorized to process Personal Data (including its staff and agents) are committed to a duty of confidentiality (whether a contractual or statutory duty) and receive appropriate privacy and security training in respect of such Personal Data.

8. *EU GDPR/UK GDPR Article 28 (3) (C):* **Security**

8.1 **Security Measures.** New Relic shall implement appropriate technical and organizational measures as required by Article 32 EU GDPR/UK GDPR to protect Personal Data from Personal Data Breaches and to preserve the security and confidentiality of the Personal Data, in accordance with New Relic's security standards set forth in the attached Exhibit 2- Security (the "Security Measures").

8.2 New Relic's technical and organizational measures are subject to technical progress and further development. Accordingly, New Relic reserves the right to modify the technical and organizational measures provided that the security of the New Relic Services is not degraded.

8.3 **Personal Data Breach Response.** New Relic shall notify Customer without undue delay after becoming aware of a Personal Data Breach. To the extent that Customer requires additional information in order to meet its Personal Data Breach notification obligations under Data Protection Laws, New Relic shall provide timely information relating to the Personal Data Breach as it becomes known or as is reasonably requested by Customer. Where and insofar as it is not possible to provide the information at the same time as the notification, New Relic shall provide the information in phases without further undue delay.

8.4 **Personal Data Breach Investigation.** New Relic shall, without undue delay, commence an investigation of a Personal Data Breach and take appropriate remedial steps to prevent and minimize any possible harm. For the avoidance of doubt, Personal Data Breaches will not include unsuccessful attempts to, or activities that do not, compromise the security of Personal Data without limitation, unsuccessful

login attempts, denial of service attacks and other attacks on firewalls or networked systems.

9. *EU GDPR/UK GDPR Article 28 (3) (D):* **Sub-Processing**

9.1 **Authorized Sub-Processors.** Customer acknowledges and expressly agrees that New Relic may engage Sub-Processors to process Personal Data in connection with the provision of the Services. New Relic will provide a list of current Sub-Processors upon request. Where the Standard Contractual Clauses apply, the parties acknowledge that Customer may provide a general consent to onward sub-processing by New Relic. Accordingly, Customer on behalf of itself (or, where Customer is a Processor, on behalf of and consistent with the instructions of its Controller) provides a general consent to New Relic, pursuant to Clause 9 Option 2 of Modules 2 and/or 3 of the Standard Contractual Clauses to engage onward Sub-Processors. Such consent is conditional on New Relic's compliance with the requirements set out in this Section 9.

9.2 **Changes to Sub-Processors.**

9.2 (i) Provided that Customer signs up for notifications at https://newrelic.com/NR-legal-signup-datasubprocessors, New Relic shall provide 21 days' prior notice of any new third party Sub-Processor(s) (where that third party Sub-Processor is a core service provider within the New Relic observability platform and where Personal Data would immediately be processed by that Sub-Processor in the absence of any objection by Customer). After being notified, Customer will have ten (10) business days to notify New Relic in writing of any reasonable objection it has to the new third party Sub-Processor(s). Failure to notify New Relic within this time frame will be deemed approval of the new third party Sub-Processor(s). In the event Customer provides reasonable objection, New Relic will use reasonable efforts to make a change in the Service or Customer's configuration available to avoid processing of Personal Data by such third party Sub-Processor and shall not allow the rejected third party Sub-Processor to process Personal Data during this time. If New Relic is unable to make available such change within a reasonable period of time, which shall not exceed forty five (45) days, Customer may terminate the applicable order with respect to the affected service that cannot be provided without use of the rejected third party Sub-Processor.

9.2 (ii) Where the new third party Sub-Processor (non-core service provider) relates to an optional new feature or functionality that Customer is not currently using and where the use of such new feature or functionality (and the subsequent processing of Personal Data) could only be enabled by Customer's deliberate configuration of the Services to include such Sub-Processor, New Relic shall provide notice of the appointment of the third party Sub-Processor simultaneously with the announcement of the new feature or functionality. Where Clause 9 Option 2 of the Standard Contractual Clauses applies, the time period for prior notice of Sub-Processor changes shall be as set out at this Section 9.2.

9.3 **Sub-Processor Obligations.** In the event New Relic engages a third party Sub-Processor to carry out specific processing activities on behalf of Customer, New Relic shall conduct appropriate due diligence and security review prior to engaging that Sub-Processor. New Relic shall place substantially similar obligations to this Addendum on such Sub-Processor. Where such additional third party Sub-Processor fails to fulfil its data protection obligations, New Relic shall remain fully liable to Customer for the performance of that Sub-Processor's obligations.

10. *EU GDPR/UK GDPR Article 28 (3) (E)*: **Cooperation**

10.1 **Data Subjects and Data Protection Authorities Requests.** To the extent that Customer is unable to independently access the relevant Personal Data within the Services and, taking into account the nature of the processing, New Relic will (at Customer's expense and in accordance with the Documentation)

use reasonable efforts to assist Customer in responding to requests by Data Subjects or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to New Relic, New Relic shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so or if New Relic cannot identify the relevant Customer(s). If New Relic is required to respond to such a request, New Relic shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

10.2   **Data Protection Impact Assessments.** To the extent New Relic is required under Data Protection Laws, New Relic will (at Customer's expense) provide reasonably requested information regarding New Relic's processing of Personal Data under the Agreement to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

11.   *EU GDPR/UK GDPR Article 28 (3) (F)***: Other Obligations**

11.1   Taking into account the nature of the processing under this Addendum, New Relic shall take all reasonable steps to assist Customer in meeting Customer's obligations under Articles 32 to 36 of GDPR/UK GDPR as set out in this Addendum at Section 8 'Security' and Section 10 'Co-operation'.

12.   *EU GDPR/UK GDPR Article 28 (3) (G)***: Return or Deletion of Data**

12.1   Upon receipt of Customer's written request, New Relic shall (at Customer's election) return Personal Data or close Customer's account and delete all Personal Data within 90 days of the termination, save that this requirement shall not apply to the extent New Relic is required by applicable law to retain some or all of the Personal Data, which Personal Data New Relic shall securely isolate and protect from any further processing, except to the extent required by applicable law. Customer may uninstall the New Relic software agent at any time to cease processing of new information. Where Clause 8.5 of Modules 2 and/or 3 of the Standard Contractual Clauses applies, New Relic shall provide Customer with a certificate of deletion of Personal Data upon receipt of Customer's written request for such a certificate.

13.   *GDPR Article 28 (3) (H)***: Security Reports and Audits.**

13.1   Customer may audit New Relic's compliance with the terms of this Addendum in the manner set out in this Addendum once annually. Customer may elect to perform such an audit on its own behalf or pursuant to a formal direction or request for information from a supervisory authority to which Customer is subject.

13.2   Customer must send New Relic notice in writing of a request to conduct an audit. Once requested by Customer, subject to the confidentiality obligations set forth in the Agreement, New Relic shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of New Relic) information regarding New Relic's compliance with the obligations set forth in this Addendum in the form of the third-party certifications and audits described at https://www.newrelic.com/security.

13.3   Upon review of such materials as described in Section 13.2, if Customer identifies areas that have not been covered that it is lawfully permitted to audit under this Addendum, then Customer may submit reasonable requests for information security and audit questionnaires that are necessary to confirm New Relic's compliance with this Addendum, provided that Customer shall not exercise this right more than once per year.

13.4   Where the Standard Contractual Clauses apply, the parties agree and acknowledge that Customer shall exercise its audit right under Clauses 8.9 (c) and (d) of Modules 2 and/or 3 of the Standard Contractual Clauses by instructing New Relic to comply with the audit measures described in this Section 13. Customer further agrees that such audit rights shall be exercised by the Customer party that enters into this Addendum.

14.   *Government Requests*.

14.1   If a government entity (including a law enforcement agency) sends New Relic a demand for Personal Data, New Relic shall attempt to redirect the government entity to request that data directly from Customer. As part of this effort, New Relic may provide Customer's basic contact information to the government entity. If compelled to disclose Personal Data to a government entity, then New Relic shall give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless New Relic is legally prohibited from doing so.

14.2   New Relic undertakes to adopt appropriate technical and organizational measures to protect the Personal Data in accordance with the requirements of the EU GDPR and UK GDPR (as applicable), including by implementing appropriate technical and organizational safeguards as set out in Exhibit 2 of this Addendum to protect Personal Data against any interference by a government authority that goes beyond what is necessary in a democratic society to safeguard national security, defense, and public security.

14.3   New Relic certifies that it has not created (nor knowingly allowed to be created) back doors or similar programming that could be used to access Personal Data processed under this Addendum on its systems by a government authority or created or changed its business processes in a manner that facilitates access to Personal Data processed under this Addendum on its systems by government authorities.

Accepted and agreed to as of the date below by the authorized representative of each party:

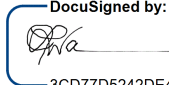CUSTOMER: _____

By:

Name: _____

Title: _____

Date: _____

NEW RELIC, INC.

By: _____
3CD77D5242DE44A...
Lauren Walz

Name: _____

Title: _____Vice President_____

Date: _____12/04/2024_____

Exhibit 1

A.   **LIST OF PARTIES**

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

1.	Name:	
	Address:	
	Contact person's name, position and contact details:	
	Activities relevant to the data transferred under these Clauses:	
	Signature and date:	
	Role (controller/processor):	

2.	Name:	
	Address:	
	Contact person's name, position and contact details:	
	Activities relevant to the data transferred under these Clauses:	
	Signature and date:	
	Role (controller/processor):	

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

1.	Name:	New Relic, Inc.
	Address:	188 Spear Street, Suite 1000, San Francisco, CA 94105, United States.
	Contact person's name, position and contact details:	Data Protection Officer Privacy@newrelic.com
	Activities relevant to the data transferred under these Clauses:	New Relic provides performance monitoring and analytics services for applications, infrastructure systems, mobile applications, browser and client-side software, and other digital systems, as specified in the applicable order from Customer.
	Signature and date:	12/04/2024
	Role (controller/processor):	Processor and/or subprocessor.

2.	Name:	
	Address:	
	Contact person's name, position and contact details:	
	Activities relevant to the data transferred under these Clauses:	
	Signature and date:	
	Role (controller/processor):	

B.   DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred	Data Subjects who interact with the software, system or application Customer (or Customer's customer) has chosen to monitor and perform analytics on using the Services, which may include (but are not limited to) Customer's users and customers or as otherwise determined by Customer in the configuration of the Services.
Categories of personal data transferred	Personal Data that is submitted to the Services by Customer, which may include, but is not limited to, IP address, username, and other types of identifiable data configured by Customer (or Customer's customer), subject to the restrictions in the Agreement.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.	**Non applicable.**
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).	**Continuous basis.**
Nature of the processing	New Relic is providing performance monitoring and analytics services for applications, infrastructure systems, mobile applications, browser and client-side software, and other digital systems, as specified in the applicable order and in the Agreement. These Services

	may include the processing of Personal Data by New Relic as determined by Customer in the configuration of the Services.
Purpose(s) of the data transfer and further processing	The purpose of the data transfer and further processing (where applicable) is the provision of the Services by New Relic to Customer as specified in the Agreement.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	**Personal data will be deleted within 90 days of the termination of customer's account, save that this requirement shall not apply to the extent New Relic is required by applicable law to retain some or all of the Personal Data.**
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	**Where New Relic is acting as a sub-processor the foregoing subject matter, nature and duration shall also apply.**

C.   Competent Supervisory Authority

Customer's competent supervisory authority will be determined in accordance with the EU GDPR.

Exhibit 2 – Security

New Relic will maintain administrative, physical and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data transmitted to the Services, as described in the New Relic Security Policy, as updated from time to time, and located and accessible via the Documentation. Please see https://docs.newrelic.com/docs/licenses/license-information/referenced-policies/security-policy.