

New Relic Developer Terms and Conditions

Last updated: June 20, 2020

Welcome to New Relic's developer program ("Developer Program")! We are excited that you're here. Our intent is to maintain a vibrant software development community. We require that all users that develop on the New Relic platform adhere to these terms.

These terms ("Terms") apply to participation in the Developer Program and form a legal agreement between you ("you" or "Developer") and New Relic, Inc. ("New Relic", "we", "our", or "us"), so please read them carefully. If you are entering into these Terms on behalf of a company, organization or another legal entity, then "you" or "Developer" means that entity, and you represent and warrant that you have the authority to bind that entity to these Terms. Please ensure you have that authority, since otherwise you may not accept these Terms or use the Developer Resources. New Relic may modify these Terms from time to time, subject to Section 19 (Changes to Terms) below. By clicking "I agree" (or a similar button) or by accessing or using the Developer Resources, you agree to be bound by these Terms.

1. **Introduction.** Our Developer Resources help you build add-ons and features that extend, augment or complement the New Relic Service ("Nerdpacks"). The "Developer Resources" are the APIs, SDKs, sample code, Developer Accounts, command line interfaces, tokens, credentials and other resources we provide as part of the Developer Program, as described on the [Developer Site](#). The "New Relic Service" is our SaaS offering and related software, which we provide under separate terms ("New Relic Terms of Service").
2. **How These Terms Apply.** These Terms apply if you use our Developer Resources to build or manage Nerdpacks. Any use of the New Relic Service itself (including our standard tools and APIs that help you configure usage or retrieve your data) remains subject to the New Relic Terms of Service, not these Terms.
3. **Registration.** To access or use the Developer Resources, you need to complete any registration or credentialing requirements established by New Relic.
4. **Use of Developer Resources.** Subject to these Terms, you may use the Developer Resources to enable your Nerdpacks to interface with the New Relic Service. Your use is subject to the developer documentation currently available on the [Developer Site](#) or otherwise provided by New Relic ("Developer Documentation"), which is considered part of the Developer Resources. Your rights are limited, non-exclusive, non-sublicensable and non-transferable. You may permit your agents and contractors to exercise your rights on your behalf, provided you remain responsible for their compliance with these Terms.
5. **Developer Account.** New Relic may offer test or sandbox accounts as part of the Developer Program ("Developer Accounts"), which you may use only for internal development or testing of your Nerdpacks as part of your rights in Section 4 (Use of Developer Resources). Because Developer Accounts are for development or testing purposes only, you may not use personally identifiable or production data with Developer Accounts (and no End User Data). New Relic has no security, privacy or other responsibility for data contained in Developer Accounts and may access, modify or

delete such data at any time for any reason. You may not provide access to your Developer Accounts to anyone else. Developer Accounts may be subject to additional usage restrictions as set forth from time to time in the Developer Documentation.

6. Access Limits; Compliance. New Relic may (but is not required to) monitor your use of the Developer Resources and how your Nerdpacks interact with the New Relic Service, including to ensure your compliance with these Terms. You agree to cooperate with our reasonable inquiries and, upon request, provide us with proof that your use of the Developer Resources and your Nerdpacks comply with these Terms. From time to time New Relic may also place limits on access (e.g., limits on number of API calls).
7. Restrictions. We expect all developers to respect New Relic, end users and other third parties. In using the Developer Resources, you must comply with New Relic's Acceptable Use Policy currently available [here](#) ("Acceptable Use Policy"). You will not (and will not permit anyone else to): (a) use the Developer Resources except with the New Relic Service as permitted in these Terms; (b) sublicense, sell, distribute or grant third parties access to the Developer Resources, other than your agents and contractors (see Section 4) or as permitted in the Developer Documentation (e.g., distributable elements of SDKs); (c) use the Developer Resources for competitive purposes, with Nerdpacks that substantially replicate features of the New Relic Service or to circumvent any intended limitations of the New Relic Service (e.g., payment of fees or user access structures); (d) reverse engineer, modify or create derivative works of the Developer Resources; (e) access the Developer Resources through means other than the tokens and credentials we provide; (f) make calls using a Nerdpack not driven by bona fide end user requests (except for reasonable testing); (g) publish benchmarks or performance information regarding the Developer Resources; (g) test the performance, bandwidth or capacity of the Developer Resources or New Relic Service or disrupt their integrity or performance; (h) transmit any viruses, illegal content or other harmful materials to the Developer Resources or New Relic end users; or (i) take any action that would subject the Developer Resources or New Relic Service to any open source licenses or other third party terms.
8. Use of New Relic Marks. Subject to these Terms, you may use the appropriate New Relic names, logos and trademarks designated in the New Relic Trademark Guidelines currently available [here](#) ("New Relic Marks") to promote your Nerdpack's availability for use with the New Relic Service. Your use of New Relic Marks must comply with the New Relic Trademark Guidelines and (without limiting New Relic's other termination rights) you must promptly cease any use of New Relic Marks upon notice by New Relic. You receive no other rights to New Relic Marks under these Terms. All goodwill arising from use of New Relic Marks belongs to New Relic.
9. Your Responsibilities. You and your Nerdpacks must meet important standards related to privacy, security, business practices and user experience, as set out below.
 1. Your Nerdpacks and End Users. You are solely responsible, at your own expense, for your Nerdpacks (including their operation, components, integrations and support) and your relationships and agreements with end users regarding your Nerdpacks.

2. Support. You will provide end users with reasonable web-based and/or email support for your Nerdpacks. You will also provide New Relic with a current email address to which New Relic may direct end user inquiries about your Nerdpacks and designate a support contact (name and email address) for New Relic.
3. End User Data. An end user may enable you or your Nerdpack to access certain of its data, content or information within the New Relic Service ("End User Data"). You may access and process End User Data only to the extent enabled by the end user and as necessary to provide your Nerdpacks to that end user. You will ensure that all End User Data is collected, processed, transmitted, maintained and used in accordance with: (i) your agreement with the end user if applicable, a legally adequate privacy policy, and appropriate notices to and consents from end users, (ii) all laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications or the export of technical or personal data ("Laws"), and (iii) industry-standard technical, administrative and physical security measures that protect the security and privacy of all End User Data. New Relic is not responsible for any regulatory action or claim to which you may be subject in connection with your Nerdpacks. New Relic is also not responsible for any transmission, disclosure, modification or deletion of End User Data in the New Relic Service by, through or resulting from a Nerdpack.
4. Security Breaches. In case of any suspected or actual security breach affecting your Nerdpack or End User Data, you must immediately notify New Relic and cooperate with New Relic to remediate the issue and mitigate its effects. You must obtain New Relic's approval for any security breach notifications to end users that refer directly or indirectly to New Relic.
5. New Relic Customer Terms. Use of the New Relic Service requires each end user to have a valid subscription subject to the New Relic Terms of Service. You will not facilitate or encourage any end user to violate the New Relic Terms of Service or Acceptable Use Policy. For clarity, if New Relic receives any data from you or your Nerdpacks on an end user's behalf, such data will be subject solely to the New Relic Terms of Service with the end user, and such data will no longer be subject to your own terms with the end user.
6. Fees. You may not directly or indirectly charge end users for use of, or access to, the functionality of the Developer Resources. If you charge any fees for your Nerdpacks, you are solely responsible for collecting those fees. These Terms grant you no right to distribute or resell the Developer Resources or New Relic Service.
7. Your Representations and Warranties. You represent and warrant that: (i) you have full power and authority to enter into and perform these Terms and to exploit your Nerdpacks without violating any other agreement; (ii) your Nerdpacks and their use will not violate any Laws or third party rights (including intellectual property rights, and rights of privacy or publicity), and you will notify New Relic if your Nerdpacks become subject to any claim or complaint regarding violation of Laws or third party rights; (iii) all information you provide to New Relic is and will

be true, accurate and complete (and you will keep such information up-to-date); and (iv) you will not interfere with New Relic's business practices or the way in which it licenses or distributes the New Relic Service or Developer Resources. You agree not to: (A) suggest any affiliation with New Relic (including that New Relic sponsors, endorses or guarantees your Nerdpacks) except for the relationship expressly contemplated in these Terms or (B) make any representations, warranties or commitments on New Relic's behalf or regarding the Developer Resources or New Relic Service.

8. Indemnification. You will indemnify, defend (at New Relic's request) and hold harmless New Relic and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any regulatory actions, claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from (i) your Nerdpacks, (ii) your relationships or interactions with any end users or third parties in connection with your Nerdpacks, or (iii) your breach or alleged breach of these Terms. New Relic may, at its own expense, participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without New Relic's prior written consent (not to be unreasonably withheld).
10. Nerdpack Discovery. New Relic may make available Nerdpack listings or other features that allow end users to discover or enable Nerdpacks ("Nerdpack Discovery"). Your participation in Nerdpack Discovery is optional and may be subject to additional terms provided by New Relic. If you choose to participate in Nerdpack Discovery, New Relic may use and display any assets you provide for such purpose on our website and/or the New Relic Service.
11. Ownership. New Relic does not claim ownership of your Nerdpacks (other than our own technology) and you reserve all rights not expressly granted in these Terms. New Relic and its licensors retain all ownership and other rights (including all intellectual property rights) in the Developer Resources, New Relic Service and our related technology. Providing feedback, comments, or suggestions about the Developer Program or Developer Resources ("Feedback") to New Relic is wholly voluntary. New Relic may freely use Feedback for any purpose.
12. Support; Changes. New Relic has no obligation to provide maintenance or support for the Developer Resources or your Nerdpacks, or to fix any errors or defects. New Relic may change the Developer Resources from time to time as our business changes and technology evolves, and future versions of the Developer Resources may not be compatible with Nerdpacks built using previous versions. We typically make these changes as part our overall Developer Program and are unable to provide notice of the changes to developers individually. New Relic will have no liability resulting from these changes.
13. Termination and Suspension. These Terms remain in effect until terminated.
 1. By Developer. Developer may terminate these Terms at any time by ceasing all use of the Developer Resources.
 2. By New Relic. New Relic may terminate or suspend these Terms or your access to or right to use the Developer Resources (in whole or in part): (i) for no reason

or any reason upon fifteen (15) days' notice to you, (ii) immediately (A) if you breach any provision of these Terms, (B) if New Relic is required to do so by Laws, (C) if New Relic ceases offering the Developer Resources, (D) in case of any security breach or other concern under Section 9.d (Security Breaches), or (E) if New Relic otherwise determines in its discretion that such action is necessary to avoid harm, liability or reputational damage to New Relic, the Developer Resources, the New Relic Service, or any end user.

3. Effect of Termination. Upon any termination, (i) your rights to use the Developer Resources and New Relic Marks will immediately terminate and you will cease all such use, (ii) you will return or destroy all Confidential Information (as requested by New Relic), and (iii) Sections 9 (Your Responsibilities), 11 (Ownership), and 13 (Termination and Suspension) through 24 (General) will survive. After termination, you will have no further access to any data or content that you submitted to New Relic relating to the Developer Resources.
 4. No Obligation or Liability. New Relic will have no obligation or liability resulting from termination, suspension or disablement as described in this Section 13.
14. Disclaimer of Warranties. TO THE FULL EXTENT PERMITTED BY LAW, THE DEVELOPER RESOURCES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND NEW RELIC AND ITS THIRD-PARTY LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR ANY PURPOSE. NEW RELIC MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE RELATED TO RELIABILITY, ACCURACY, OR COMPLETENESS OF THE DEVELOPER RESOURCES, THAT NEW RELIC WILL CONTINUE TO OFFER THE DEVELOPER RESOURCES OR THAT USE OF THE DEVELOPER RESOURCES WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR MEET DEVELOPER'S REQUIREMENTS OR EXPECTATIONS. You may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law.
15. Limitations of Liability. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEW RELIC BE LIABLE (i) FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR LOST DATA), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR (ii) IN ANY EVENT, FOR ANY DAMAGES OR LIABILITIES EXCEEDING ONE HUNDRED U.S. DOLLARS (\$100), ARISING FROM OR RELATING TO THESE TERMS, USE OF THE DEVELOPER RESOURCES, YOUR NERDPACKS OR THEIR COMBINATION OR INTERACTION WITH THE DEVELOPER RESOURCES OR NEW RELIC SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEW RELIC HAS NO WARRANTY, INDEMNIFICATION OR OTHER OBLIGATION OR LIABILITY WITH RESPECT TO YOUR NERDPACKS OR THEIR COMBINATION, INTERACTION OR USE WITH THE DEVELOPER RESOURCES OR NEW RELIC SERVICE. You acknowledge and agree that this Section 15 reflects a reasonable allocation of risk and

will apply regardless of the form of action or legal theory, whether in contract, tort (including negligence), strict liability or otherwise, and that New Relic would not enter into these Terms without these liability limitations. This Section will survive even if any limited remedy fails of its essential purpose.

16. **New Relic Confidential Information.** Any non-public elements of the Developer Resources and any other information disclosed by New Relic that is marked as confidential or proprietary or that should reasonably be understood to be confidential or proprietary from the circumstances of disclosure is "Confidential Information." Confidential Information does not include any information that: (i) is or becomes generally known to the public; (ii) was known to you before its disclosure by New Relic; or (iii) is received from a third party, in each case without breach of an obligation owed to New Relic or anyone else. You will (A) maintain Confidential Information in confidence (using at least the same measures as for your own confidential information, and no less than reasonable care) and not divulge it to any third party and (B) only use Confidential Information to fulfill your obligations under these Terms. If you are compelled by law to disclose Confidential Information, you must provide New Relic with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if New Relic wishes to contest the disclosure. If you breach or threaten breach of this Section 16, it could cause substantial harm for which damages are inadequate and New Relic will have the right to seek injunctive relief in addition to other remedies.
17. **Independent Development; Information You Provide Not Confidential.** New Relic develops a variety of offerings and works with many other developers and partners, and either New Relic or these third parties could in the future develop (or already have developed) products, services, concepts or features similar to yours. Nothing limits New Relic's right to do so, though this Section itself does not grant us any license under your intellectual property rights. Unless separately set forth in another agreement, New Relic has no confidentiality obligations for information you submit in connection with the Developer Program.
18. **Usage Data.** In addition to New Relic's other rights, New Relic may collect certain data and information regarding your use of the [Developer Site](#) and Developer Resources, including data about your data pulls or requests, and your Nerdpacks ("Usage Data"). We may use and exploit Usage Data for any purpose in connection with operating, improving and supporting the Developer Program and Developer Resources.
19. **Changes to Terms.** We may change these Terms from time to time as our business changes and technology evolves. New Relic will use reasonable efforts to notify you of changes to these Terms as provided in Section 22 (Notices). You may be required to click through the modified Terms to show your acceptance and in any event your continued use of the Developer Resources after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Terms, your sole remedy is to terminate your use of the Developer Resources as described in Section 13 (Termination and Suspension).
20. **Open Source Software.** Certain code in the Developer Resources (e.g., SDKs) may be licensed under or include components subject to "open source" software terms ("OSS"), as listed in the Developer Documentation. The OSS licenses may grant you additional

rights to the OSS code itself and allow you to use the OSS outside of our Developer Program. To be clear, though, when you use the OSS as part of our Developer Program, you must comply with these Terms.

21. **Pre-Release Versions.** New Relic may make available certain Developer Resources on a pre-release or early access basis ("Pre-Release Versions"). Use of Pre-Release Versions may be subject to additional terms designated by New Relic. Pre-Release Versions are optional and either party may terminate use at any time for any reason. If you choose to use a Pre-Release Version, you agree to provide Feedback at our reasonable request. Pre-Release Versions may be inoperable, incomplete or include features that New Relic may never release, and their features and performance information are New Relic's Confidential Information.
22. **Notices.** New Relic may provide you with notices and communications at your email or physical address on file, through the [Developer Site](#), or other reasonable means. Any notices or communications to New Relic must be sent to legal@newrelic.com or New Relic, Inc., Attention: Legal Department - Developer Terms, 188 Spear Street, Suite 1200, San Francisco, CA 94105.
23. **Export.** The Developer Resources may be subject to export restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your use of the Developer Resources. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
24. **General.** These Terms are the parties' entire agreement and supersede any prior or concurrent agreements relating to its subject matter. Except as set forth in Section 19 (Changes to Terms), all amendments or modifications must be in writing and signed by both parties. The words "including" and similar terms are to be construed without limitation. Failure to enforce any provision is not a waiver and all waivers must be in writing. If any provision is found to be unenforceable it (and related provisions) will be interpreted to best accomplish its intended purpose. Developer may not assign, transfer or delegate any right or obligations under these Terms and any non-permitted assignment is void. New Relic may assign these Terms and its rights and obligations to any of its affiliates or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities to which these Terms relate. The parties are independent contractors and these Terms do not create any agency, partnership, or joint venture. These Terms will be governed by and construed under the laws of the State of California, as applied to agreements entered into and to be performed in California by California residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving San Francisco, California. New Relic will not be liable to Developer for any delay or failure to perform any obligation under these Terms if the delay or failure is due to unforeseen events that are beyond its reasonable control. The Developer Resources include commercial computer software. If the user or licensee of such technology is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification,

disclosure or transfer of such technology, or any related documentation of any kind, including technical data and manuals, is restricted by these Terms in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Developer Resources were developed fully at private expense. All other use is prohibited.