

New Relic, Inc. (“Company”) Standard Purchasing Terms and Conditions (“Purchase Order”)

This purchase order (including any and all attachments) (“Purchase Order”) becomes the complete agreement between Company and you (“Supplier”) with respect to the subject matter of this Purchase Order upon Supplier’s acknowledgement of this Purchase Order or commencement of performance. The Purchase Order constitutes the complete agreement between Company and Supplier and supersedes any prior representation, promise or proposal relating to the subject matter hereof. No other document provided by Supplier, including Supplier’s quotation and acknowledgement forms, will be part of the Purchase Order, unless specifically agreed to by Company as evidenced by documentation executed by the parties. This Purchase Order may not be supplemented, modified or governed by any shrink-wrap or click-wrap agreement or any confirmation, acknowledgment, or other sales or shipping form of Supplier unless Company first agrees in writing. Notwithstanding the foregoing, these terms and conditions shall be superseded in the event a separate agreement, intended to govern the purchase of Services and/or Deliverables, has been executed between Company and Supplier.

1. **Services; Deliverables.** Supplier agrees to be bound by and to comply with all terms and conditions set forth herein for the goods, deliverables, products, software, personal property (“Deliverables”), and/or applicable related services, including software based services (“Software Programs”), collectively (the “Services”) described in the Purchase Order. The rendering of such Services and/or Deliverables will be governed exclusively by the terms and conditions set forth herein.

2. **Pricing; Taxes.**

- 2.1. This Purchase Order shall not be filled at prices higher than contained herein unless such increases in prices have been authorized in writing by Company.
- 2.2. Applicable taxes and other charges such as duties, customs, tariffs, and imposed or government imposed surcharges, shall be separately stated on Supplier’s invoice. Any payment under this PO shall be exclusive of value added tax (VAT) and GST, which shall be added to the invoice if applicable.

3. **Invoicing.**

- 3.1. Supplier’s invoices must contain Supplier’s legal entity name, Company’s legal name, Company’s Purchase Order number, the start date and/or delivery date of Services and/or Deliverables, the end date, a full description of the Services and/or Deliverables, the quantity, unit price and total price, currency, applicable taxes as stated in Section 1.2, VAT or GST if applicable, and the delivery address.
- 3.2. Unless otherwise indicated in writing executed by both parties, Supplier invoices will become due for payment by Company, net sixty (60) days from Company’s receipt of the Services and/or Deliverables or the date of receipt of a correct invoice (whichever is later). The date of invoice will not predate the date of delivery of the relevant Services and/or Deliverables unless otherwise authorized in writing by Company (email acceptable). All payments due to Supplier shall be subject to a deduction by Company for amounts due to Company from Supplier.
- 3.3. Supplier will submit all invoices electronically by either (i) the Coupa Supplier Portal (“CSP”) <https://supplier.coupa.com/session/new>, (ii) email to accountspayable@newrelic.com, or (iii) Supplier Actionable Notifications, which will be delivered via PO email. Supplier is responsible for ensuring its contact information in CSP is current and accurate.
- 3.4. Currency shall be in United States dollars unless otherwise identified on the Purchase Order.
- 3.5. Pursuant to IRS regulations, Supplier must provide Company with either a W-9 (US) or W-8 (foreign) form before any payment will be made.

4. **Expenses.** In the event a Purchase Order or other mutually agreed upon agreement expressly specifies that Company agrees to reimburse Supplier for certain expenses, then Company will reimburse Supplier only for expenses that are pre-approved in writing by an authorized representative of Company and that are incurred in accordance with Company’s expense policy and as may be updated by Company from time to time. Supplier will provide receipts for all reimbursable expenses incurred under this section.

Delivery. Supplier will deliver the Services and/or Deliverables per the place, date and time, or method as specified in this Purchase Order, unless otherwise agreed by both parties (email acceptable). Time is of the essence under this PO. If Supplier fails to meet the delivery schedule by more than five (5) days, notwithstanding a Force Majeure event, Company will be entitled to either (i) terminate the Purchase Order for all Services and/or Deliverables and receive a refund of any prepaid associated fees; or (ii) make alternate arrangements, in its sole discretion, for the rendering of the Services and/or Deliverables. Supplier will reimburse Company for any additional costs that Company incurs as result of this delivery failure. Unless otherwise specified herein or on any mutual agreement between the parties, all deliveries shall be FOB and Supplier bears all risk of loss, damage, or destruction until final acceptance by Company.

Changes

- 6.1. Company may at any time make changes to the Services and/or Deliverables regarding the delivery schedules, designs, quantities, and method for goods or services, including Software Programs ordered hereunder. Supplier shall promptly notify Company if such changes will result in changes in Supplier’s cost or time of performance.
- 6.2. There shall be no charges for cancellation of standard Services and/or Deliverables with respect to a given Purchase Order. Any claim for cancellation charges for non-standard items must be submitted to Company in writing within thirty (30) days after receipt of Company’s termination notice.

Acceptance. Notwithstanding any prior use, inspection, or payments, all items will be subject to final inspection and acceptance by Company within a reasonable time after delivery. Company may reject items or services that do not conform to the requirements of this PO, and may, at its option: (i) require Supplier to repair or replace such items or re-perform such services at no cost to Company, (ii) return such items to Supplier at Supplier’s expense and risk and recover from Supplier the order price thereof, or (iii) correct such items or service(s) and charge Supplier the cost of correction. Supplier will use commercially reasonable efforts to correct all deficiencies identified by Company within fifteen (15) business days, unless a longer period is mutually agreed by the parties, provided such corrections will be subject to retesting.

8. **Representations and Warranties.**

- 8.1. Supplier represents and warrants that (i) any Services and/or Deliverables provided will be merchantable and free of defects in materials, workmanship, and design; (ii) not infringe a third party’s intellectual property rights; (iii) comply with the specifications set out in the Purchase Order or any mutual agreement between the parties, whichever applies; (iv) comply with Company’s quality assurance procedures as provided to Supplier from time to time, any specification or applicable documentation, or as agreed upon in writing by the parties (email acceptable); (v) that it will perform services in a professional and workmanlike manner, conforming to industry standards and practices; and (vi) its performance of will be in compliance with all applicable laws, rules, and regulations.

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- 8.2. The foregoing warranties are in addition to all other express or implied warranties, and survive any delivery, inspection, acceptance, or payment by Company. In the event of any breach of warranty, Supplier shall, at Company's option, promptly replace or repair non-conforming goods, re-perform services, or refund the purchase price. Supplier will be liable in addition for any damages, including cost of cover, caused by Supplier's breach.
9. **Intellectual Property.** Any inventions, products, designs, specifications, drawings, technical information, data, tools, processes, techniques, computer programs, databases, user interfaces, know-how, notes, works of authorship, software or any other material furnished or paid for by Company ("Work Product") shall (i) remain or become Company's property; (ii) be used by Supplier exclusively to provide the Services and/or Deliverables to Company; (iii) be clearly marked as Company's property and be segregated from Supplier's other tooling, materials and data when not in use; (iv) be kept in good working condition at Supplier's expense; and (v) be returned to Company or destroyed promptly upon Company's request. Supplier hereby assigns and agrees to assign Company all right, title, and interest in and the Work Product, including all intellectual property rights therein. Supplier will not disclose and will not use any of Company's confidential or proprietary information for any other purpose.
10. **Confidentiality.**
- 10.1. Supplier will hold all Confidential Information in confidence, not to use it in any way, commercially or otherwise, except to provide the products and services, and not to disclose it to others. Supplier further agrees it shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care (including, without limitation, implementing and enforcing security procedures), to prevent the unauthorized use, dissemination or publication of Confidential Information as it would use to protect its own confidential information of like nature. Supplier will immediately disclose to Company any breach of this Section and will cooperate with any investigations and notices required as a result of such breach.
- 10.2. For purposes of this Purchase Order, "Confidential Information" means and will include without limitation: any information, materials or knowledge regarding Company that is disclosed to Supplier or to which a reasonable person may reasonably believe to be confidential.
- 10.3. Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of Company or its personnel or that Company regularly gives to third parties without restrictions on use or disclosure.
- 10.4. All rights to Company Confidential Information are reserved by Company, and Supplier will not disclose any Company Confidential Information to anyone unless such disclosure has been authorized by Company. Upon Company's request, all Company Confidential Information, in whatever form, shall be returned to Company or certified destroyed by Supplier. Company shall be entitled to injunctive relief for any actual or threatened violation of this section.
11. **Indemnification.** At Company's option, Supplier shall indemnify Company and Company's customers and hold them harmless against any costs, expenses, losses, damages or liabilities (including attorneys' fees) incurred because of actual or alleged infringement of any intellectual property or industrial property right arising out of the use or sale by Company or use by Company's customers of any items furnished hereunder. Company shall notify Supplier of any such claim or demand and Supplier shall defend any suits based thereon. If an injunction issued as a result of any such claim, Supplier agrees at its expense and at Company's option to: (i) procure for Company the right to continue using items ordered hereunder; (ii) replace such goods with non-infringing items; (iii) modify the goods so they become noninfringing; or (iv) refund to Company the amount paid for the items and bear all liabilities, costs and expenses related to discarding them or returning them to Supplier.
12. **Limitation of Liability.** IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS PURCHASE ORDER, EVEN IF COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S AGGREGATE LIABILITY UNDER THE PURCHASE ORDER WILL NOT EXCEED THE FEES STATED ON THE PURCHASE ORDER FOR THE PROVISION OF THE SERVICES AND/OR DELIVERABLES STATED THEREIN.
13. **Force Majeure.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities ("Force Majeure"). If the Services or Deliverables will be delayed, Supplier shall immediately notify Company in writing and Company may either (i) extend Supplier's time of performance; or (ii) terminate the uncompleted portion of the Purchase Order and provide Company a pro-rata refund for all fees prepaid and unused at no additional cost to Company.
14. **Insurance.** Supplier shall be solely responsible for maintaining for itself and requiring its subcontractors, employees, and agents to maintain such adequate insurance, including blanket contractual coverage insuring claims resulting from the indemnification of Company required by this Purchase Order, as is required by law or as is the common practice in Supplier's trades or businesses, whichever affords greater coverage. Upon request, Supplier shall provide Company with certificates of insurance or evidence of coverage before commencing performance under this Purchase Order. The certificate of insurance shall name Company as an additional insured.
15. **Termination.** At any time, Company, at its option, may terminate this Purchase Order with or without cause, in whole or in part by with no less than thirty (30) days advance written notice. Upon receipt of notice of termination, Supplier will support any and all work on Services and/or Deliverables, including support of Software Programs through such termination date and Company shall be responsible for any undisputed fees accrued through such termination date. Upon termination, Supplier shall return or destroy any Company Confidential Information and provide confirmation thereof. Any termination of this Agreement will not terminate any perpetual licenses(s) and, in addition to all of Company's other rights and remedies under this Agreement or at Law or in equity Company will be entitled to retain and use all copies of said Software Programs in Company's possession or control.
16. **Remedies.** The rights and remedies provided to Company herein shall be cumulative and in addition to any other rights and remedies provided by law or equity or those provided under the Uniform Commercial Code.
17. **Publicity.** Supplier will not, without first obtaining Company's prior written consent, advertise or otherwise disclose that Supplier has furnished or agreed to furnish the Services and/or Deliverables to Company under this Purchase Order.
18. **Independent Contractor.** The relationship between Company and Supplier is one of independent contractors, and neither party will represent itself as being a dealer, agent or other representative of the other party or as having authority to assume or create obligations or otherwise act on behalf of the other party.
19. **Assignment; Subcontracting.** Supplier may not assign or subcontract any of its obligations hereunder, in whole or in part, without the prior written consent of Company. If such consent is

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acceptable, Supplier will be responsible and fully liable for its subcontractors’ performance under this Purchase Order, and for all acts, errors or omissions of its Representatives.

20. **Background Check.** To the extent permitted by law, any Supplier personnel assigned to provide Services and/or Deliverables on-site at Company’s offices or must have access to Company’s network systems will have undergone a diligent background check, conducted by Supplier at Supplier’s expense in the form acceptable to Company.
21. **Survival.** Any obligations, which by their nature survive beyond the performance, termination or expiration of the Purchase Order, will remain in full force and effect.
22. **Severability.** If any provision contained in the Purchase Order is held to be invalid or unenforceable under the laws of any jurisdiction where enforcement is sought, such invalidity or unenforceability will not affect any other provision of this Purchase Order and this Purchase Order will be construed as if such invalid or unenforceable provision had not been contained herein in that jurisdiction.
23. **Applicable Law.** California law will govern interpretation of this Purchase Order, and the parties submit to the jurisdiction of the State and Federal courts in San Francisco, California, without giving effect to any conflicts of laws principles.
24. **Right to Audit.** Supplier shall conduct at least annually an audit consistent with the size and standards of its industry. Supplier shall promptly furnish to Company any and all audit results. If after reviewing such results, Company determines that certain security problems exist, Company shall notify Supplier in writing (email acceptable) and Supplier shall explain such issues and make reasonable efforts to cure the problems at Supplier’s sole cost and expense. Supplier further agrees to provide Company inspection or audit team reasonable access to relevant Supplier records and facilities, at Company’s expense, unless the audit reveals noncompliance with proper security controls, any relevant provision herein, or applicable law.