

New Relic Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) including its Exhibits and Appendices 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 1200, 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 entered into between the Customer and New Relic to provide the Service (the “**Agreement**”). If the parties previously entered into a data processing agreement for New Relic Services, this Data Processing Addendum shall now supersede the foregoing.

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 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, and 3 (including Appendices 1 & 2).
2. This DPA has been pre-signed on behalf of New Relic. The Model Clauses in Exhibit 3 have been pre-signed by New Relic, Inc. as the data importer. 3. To complete this DPA, Customer must:
 - a. Complete the information in the signature box and sign on Page 7.
 - b. To execute the Model Clauses, Customer should also complete the information as the data exporter on Page 10 and complete the information in the signature box and sign on Pages 17, 18 & 19.
 - c. Send the signed DPA to New Relic by email to dataprivacy@newrelic.com.

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

The General Data Protection Regulation (“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. Customer intends to send personal data from individuals in the EU as part of the data Processed by New Relic on its behalf via the New Relic Software to provide the Service. Pursuant to this, the parties seek to clarify the applicable responsibilities in this Addendum.

2. Definitions.

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 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) (“GDPR”); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national data protection laws made under or pursuant to (i) or (ii) (in each case, as superseded, amended or replaced).

"**Data Controller**", "**Data Processor**", "**Data Subject**" and "**Processing**" have the meanings given to them under GDPR and "process", "processes" and "processed" shall be interpreted accordingly.

"**EEA**" means, for the purposes of this Addendum, the European Economic Area, United Kingdom and Switzerland.

"**Model Clauses**" means the Standard Contractual Clauses for Processors as approved by the European Commission C (2010)593, in the form set out in Exhibit 3 – Model Clauses to this Addendum, and any successor approved by the European Commission and executed by the parties.

"**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 Data Processor in the course of providing the Services, as more particularly described in this Addendum. 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.

"**Sub-Processor**" means any Data 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.

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 ambiguity, 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 Model Clauses apply, any claims brought under the Model 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 rights under the Model 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 Model Clauses (if applicable) shall terminate simultaneously and automatically with the termination or expiration of the Agreement.

4. Scope of this Addendum.

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 Data Processor in the course of providing the Service pursuant to the Agreement. This Addendum does not include personal data collected in accordance with the [General Data Privacy Notice](#) for which New Relic is the Data Controller.

5. *GDPR Article 28 (3) (A): Roles and Scope of Processing*

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

5.2 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 service or as otherwise necessary to provide the Service; 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.

5.3 Customer Processing of Personal Data. Customer agrees that (i) it shall comply with its obligations as a Data 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 Law for New Relic to process Personal Data and provide the Service 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 Law 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.

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

6. *GDPR Article 28 (3) (B): Confidentiality of Processing*

6.1 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.

7. *GDPR Article 28 (3) (C): Security*

7.1 Security Measures. New Relic shall implement appropriate technical and organizational measures as required by Article 32 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").

7.2 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.

- 7.3 **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 EU 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.
- 7.4 **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.
- 8. International Transfers**
- 8.1 **Data Regions.** New Relic's data regions are located in the US and the EU, as further described in the Documentation. Personal Data held in Customer's Account in the Services environment will be hosted in the data region selected by Customer during the provisioning of the Account. New Relic will not migrate your Account in the Services environment to another data region without Customer's prior consent.
- 8.2 **Operational Access and Processing.** Without prejudice to Section 8.1, New Relic may access and Process Personal Data 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 (Law Enforcement Requests). New Relic may also engage Sub-Processors as further described in Section 9 (Sub-Processing).
- 8.3 **Personal Data Transfer Mechanism.** New Relic agrees to abide by and process the Personal Data in compliance with the Model Clauses in the form set forth in Exhibit 3-Model Clauses of this Addendum. For the purposes of the Model Clauses, the parties agree that New Relic is a "data importer" and Customer is the "data exporter" (notwithstanding that the Customer may be an entity located outside the EEA). If the Model Clauses apply, Customer agrees that the Model 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 Model Clauses to a Data Subject pursuant to Clause 4(h) or a supervisory authority pursuant to Clause 8 of the Model Clauses. In the event that the Model Clauses are no longer accepted as a valid transfer mechanism, the parties shall ensure that any subsequent transfer of Personal Data is in accordance with applicable law.
- 8.4 **Suspension of Transfer.** Where the Model 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 the Model 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. Customer shall not be required to provide such notice where it considers there is a material risk of harm to Data Subjects or their personal data.

9. 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 service. New Relic will provide a list of current Sub-Processors upon request. Where the Model Clauses apply, the parties acknowledge that Customer may provide a general consent to onward sub-processing by New Relic. Accordingly, Customer provides a general consent to New Relic, pursuant to Clause 11 of the Model 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.** Provided that Customer signs up for notifications at <https://newrelic.com/NR-legal-signup-datasubprocessors>, New Relic shall provide prior notice of any new third-party Sub-Processors. 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. If New Relic is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) 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.

9.3 **Sub-Processor Obligations.** In the event New Relic engages a 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 and shall place substantially similar obligations to this Addendum on such Sub-Processor. Where such additional Sub-Processor fails to fulfill its data protection obligations, New Relic shall remain fully liable to Customer for the performance of that Sub-Processor's obligations.

9.4 **Copies of Sub-Processor Agreements.** Where the Model Clauses apply, the parties acknowledge that, pursuant to Sub-Processor confidentiality restrictions, New Relic may be restricted from disclosing onward Sub-Processor agreements to Customer pursuant to Clause 5(J) of the Model Clauses. New Relic shall use reasonable efforts to require its' Sub-Processor to permit it to disclose that agreement to Customer. Where New Relic is unable to disclose the agreement, the parties agree that, upon Customer's request, New Relic shall (on a confidential basis) provide all reasonable information in connection with such agreement to Customer.

10. 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) 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 Law, New Relic will (at Customer's expense) provide reasonably requested information regarding New Relic's processing of Personal Data under the Agreement to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

11. 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 26 of GDPR as set out in this Addendum at Section 7 'Security' and Section 10 'Co-operation'. New Relic and Customer agree that, for the purposes of Article 30 GDPR, this Addendum and Exhibit 1 constitute the record of the categories of processing activities carried out by New Relic on behalf of Customer.

12. 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.

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 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 Where requested by Customer in writing, 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 Model Clauses apply, the parties agree and acknowledge that Customer exercises its audit right under Clause 5 (F) of the Model Clauses by instructing New Relic to comply with the audit measures described in this Section 13.

14. Law Enforcement Requests

14.1 If a law enforcement agency sends New Relic a demand for Personal Data, New Relic shall attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, New Relic may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Personal Data to a law enforcement agency, 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.

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

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

NEW RELIC, INC.

DocuSigned by:



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By: _____

Name: Angel Zhao

Title: CAO

Date: 7/20/2020

Exhibit 1 – Details of Processing

- (a) **Subject matter:** The subject matter of the data processing under this Addendum is the Personal Data.
- (b) **Duration.** The duration of the processing under this Addendum is determined by the Agreement.
- (c) **Purpose.** The purpose of the processing under the Addendum is the provision of the Service by New Relic to Customer as specified in the Agreement.
- (d) **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 Service.
- (e) **Categories of Data Subjects.** Data Subjects who interact with the software, system or application Customer has chosen to monitor and perform analytics on using the Service, which may include (but are not limited to) Customer's users and customers or as otherwise determined by Customer in the configuration of the Service.
- (f) **Categories of data.** Personal Data that is submitted to the Service by Customer, which may include, but is not limited to, IP address, username, and other types of identifiable data configured by Customer, subject to the restrictions in the Agreement.
- (g) **Special Categories of Data.** In accordance with the Agreement, the Customer is contractually prohibited from sending special categories of data, as defined by GDPR, to the Service.

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 Service, 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>.

Exhibit 3 to the New Relic GDPR Addendum

EU STANDARD CONTRACTUAL CLAUSES

Controller to Processor export of personal data (from EEA countries)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

Address:

Tel.: ; fax: ; e-mail:

Other information needed to identify the organisation:

.....
(the data **exporter**)

And

Name of the data importing organisation: New Relic, Inc.

Address: 188 Spear Street, Suite 1200 San Francisco, CA 94105

E-mail: legal@newrelic.com

Other information needed to identify the organisation:

.....
(the data **importer**)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law,

as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the

Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or

have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Title:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

On behalf of the data importer: New Relic, Inc.

Name: Angel Zhao

Title: CAO

Address: 188 Spear Street, Suite 1200 San Francisco, CA 94105

Other information necessary in order for the contract to be binding (if any):

DocuSigned by:
Signature *Angel Zhao*.....
D53B209A75CE445...

APPENDIX 1 TO THE EU STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Addendum and the Model Clauses and must be completed and signed by the Parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

The details of processing in Section 5.4 and Exhibit 1 (Details of Processing) of the Addendum are incorporated into this Appendix 1 by reference.

DATA EXPORTER: _____

Name:.....

Title:

Authorised Signature

DATA IMPORTER: New Relic, Inc.

 Angel Zhao
Name:.....

 CAO
Title:.....

Authorised Signature

DocuSigned by:
Angel Zhao
D53B209A75CE445...

APPENDIX 2 TO THE EU STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Addendum and the Model Clauses and must be completed and signed by the Parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data Importer 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 Exhibit 2 (Security) of the Addendum, which is incorporated into this Appendix 2 by reference.

Data Privacy Contact

Email:

dataprivacy@newrelic.com

Address:

New Relic, Inc.
188 Spear Street #1200
San Francisco CA 94105

DATA EXPORTER: _____

Name:.....

Title:

Authorised Signature

DATA IMPORTER: New Relic, Inc.

Angel Zhao
Name:.....

CAO
Title:.....

Authorised Signature  D53B209A75CE445...

Certificate Of Completion

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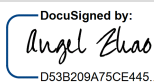
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angel@newrelic.com
CAO
New Relic
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/20/2020 11:44:10 AM
Certified Delivered	Security Checked	7/20/2020 12:50:04 PM
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Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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