NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into between New Relic, Inc. ("New Relic") and_____("Company") and is effective as of_____, 20__ ("Effective Date"). Company understands that New Relic may disclose certain Confidential Information (as defined in Section 1 below) under this Agreement to Company. Company hereby confirms its understanding and agreement as follows:

1. **Definition.** "Confidential Information" shall mean any information, regardless of form, that is proprietary to or maintained in confidence by New Relic, including without limitation, any information, technical data or know how relating to discoveries, inventions, ideas, concepts, plans, techniques, procedures, processes, specifications, systems, equipment, diagrams, flow charts, algorithms, source code, object code, programs, interfaces, designs, drawings, trade secrets, research and development, prototypes, demonstrations, business plans, strategies or opportunities, marketing plans, future projects or products, projects or products under consideration, product release schedules, sales forecasts, sales histories, finances, costs, prices, budgets, suppliers, vendors, customers and employees, and any other matter relating to the operations, business, financial affairs, products, services, technologies, facilities, such as blueprints, plans for or involving layouts or expansions of new or existing New Relic offices, or New Relic growth forecasts that is disclosed by New Relic or on its behalf and/or is obtained by Company whether before, on or after the date hereof, directly or indirectly, through any means of communication (whether electronic, written, oral, aural or visual) or personal inspection, to Company or any of its employees or agents. Confidential Information also includes:(a) any information described above which New Relic obtains from a third party and which New Relic treats as proprietary or confidential information; and (b) the terms of this Agreement and the fact of its existence. Any document or other material provided by New Relic to Company, which is labeled "Confidential", shall be presumed to be Confidential Information.

2. **Purpose and Limited Use.** Company desires to obtain access to certain Confidential Information of New Relic for the limited purposes of engaging in one or more transactions, meetings or discussions with New Relic ("Purpose") and New Relic desires to permit such access subject to the restrictions and conditions herein contained.

3. **Confidentiality Obligation.** Company agrees to protect the Confidential Information with the same degree of care normally used to protect its own similar confidential information, but in no event less than a reasonable degree of care, and to take all steps as may be necessary to prevent any unauthorized use, access, dissemination or publication of the Confidential Information. Company shall limit the use of and access to New Relic's Confidential Information solely to the Company's employees who have a need to know such Confidential Information for the Purpose set forth in Section 2 above and who have entered into binding obligations of confidentiality, non-disclosure and limited use substantially similar to the obligations set forth herein.

4. **Term.** The nondisclosure obligations imposed by this Agreement shall terminate five (5) years from the receipt by Company by any means of the particular Confidential Information in question. Company agrees that, immediately upon the written request of New Relic but in no event later than thirty (30) days from the termination of this Agreement, all Confidential Information and all copies thereof in Company's possession or control shall be returned to New Relic and all electronic copies of Confidential Information shall be purged from all electronic or magnetic media or storage devices.

5. **Exclusions.** Confidential Information does not include information that: (a) was or is rightfully and lawfully in Company's possession prior to disclosure by New Relic and was or is received by Company from a third party having a right to disclose such information without restriction and without breach of this or any other agreement; (b) is or becomes publicly known through no act or failure to act on the part of Company;   or (c) was or is lawfully and independently developed by Company without use of or reference to any of the Confidential Information and without violation of any other confidentiality restriction.

6. **Return of Confidential Information.** Upon written request by New Relic at any time, Company shall: (i) turn over to New Relic all tangible Confidential Information of New Relic, all documents or media containing the Confidential Information, and any and all copies or extracts thereof (including electronic media), or (ii) destroy the tangible Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof (including electronic media), and provide New Relic with written certification of such return or destruction signed by an authorized representative of Company.

7. **Equitable Relief.** Company acknowledges and agrees that due to the unique nature of New Relic's Confidential Information, there may be no adequate remedy at law for any breach of its obligations. Company further acknowledges that any such breach may allow the Company or third parties to unfairly compete with New Relic resulting in irreparable harm to New Relic and, therefore, that upon any such breach or any threat thereof, New Relic shall be entitled to seek appropriate equitable relief in addition to whatever remedies it may have at law. Company will notify New Relic in writing immediately upon the occurrence of any such unauthorized release or other breach.

8. **Warranty.** The Confidential Information disclosed under this Agreement is delivered "AS IS," and all representations or warranties, whether express or implied, including warranties or conditions for fitness for a particular purpose, merchantability, title and non-infringement are hereby disclaimed; provided however that if the parties subsequently enter into any proposed transaction or business relationship, each party shall be entitled to rely on the representations and warranties contained in any such definitive agreement.

9. **Notice.** Any notice or other communication required or permitted to be given hereunder shall be given in writing, properly addressed and delivered to the intended recipient at its address below (or other address specified by a Party) and shall be deemed effective upon receipt.

10. **General.** This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which Confidential Information may be disclosed. In the event that any provision or any obligation hereunder is found invalid or unenforceable pursuant to judicial decree or decision, any such provision or obligation shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof. The headings to the Sections of this Agreement are included merely for reference and shall not affect the meaning of the language included therein. This Agreement may be executed by manual or facsimile signature. Facsimile signature shall hold the same force and effect as an original signature for purposes of binding the party hereto. This Agreement is written in the English language only, which language shall be controlling in all respects.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its duly authorized representative as of the date written below.

Company

By: _____

Name: _____

Title: _____

Date: _____

Notice Address if to New Relic:

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

Notice Address if to Company:

Company:
Address:
City, State, Zip:
Attn: