

New Relic Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) including its Exhibits forms part of the agreement (“**Agreement**”) for the purchase of services between New Relic, Inc. a Delaware corporation with offices located at 188 Spear Street, Suite 1000, San Francisco, CA 94105 (“**New Relic**”) and the entity identified as Customer on the signature page of this Addendum. From the date of the last signature of the duly authorized representative of both parties, the Addendum shall form part of the agreement entered into between the Customer and New Relic to provide the Services (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 and 2.
2. This DPA has been pre-signed on behalf of New Relic. To complete this DPA, Customer must:
 - a. Complete the information in the signature box and sign on Page 7.
 - b. Send the signed DPA to New Relic by email to dataprivacy@newrelic.com.

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

The General Data Protection Regulation (“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 and/or the United Kingdom as part of the data Processed by New Relic on its behalf via the New Relic Software to provide the Services. Pursuant to this, the parties seek to clarify the applicable responsibilities in this Addendum.

2. Definitions.

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); (iii) any national data protection laws made under or pursuant to (i) or (ii) (in each case, as superseded, amended or replaced); and (iv) (where applicable) the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations (PECR) in each case, as superseded, amended or replaced .

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

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

"**Model Clauses**" means the Standard Contractual Clauses for Processors as approved by the European Commission C (2010)593, and any successor approved by the European Commission and/or the applicable competent authority in the United Kingdom and executed by the parties or as updated and amended from time to time.

"**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 and which relates to Data Subjects from (i) the EEA and/or (ii) the United Kingdom. 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 Services pursuant to the Agreement. This Addendum does not include personal data collected in accordance with the [General Data Privacy Notice](#) for which New Relic 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 or on the instruction 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 Services or as otherwise necessary to provide the Services; except where required otherwise by applicable laws (and provided such laws do not conflict with applicable Data Protection Laws); in such case, New Relic shall inform Customer of that legal requirement upon becoming aware of the same (except where prohibited by applicable laws). New Relic is responsible for compliance with its obligations under this Addendum and for compliance with its obligations as a Processor under Data Protection Laws.

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 Services pursuant to the Agreement and this Addendum. New Relic is not responsible for determining the requirements of the laws applicable to Customer's business or that New Relic's provision of the Services meets the requirements of such laws. New Relic is not responsible for complying with Data Protection Laws specifically applicable to Customer or Customer's industry and to which New Relic is not subject by virtue of New Relic's role as the provider of a SaaS (software as a service) Service.

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/UK GDPR to protect Personal Data from Personal Data Breaches and to preserve the security and confidentiality of the Personal Data, in accordance with New Relic's security standards set forth in the attached Exhibit 2- Security (the "Security Measures").

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 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 Customer's 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 (Government 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 Personal Data originating from: (i) the EEA and (ii) the United Kingdom in compliance with the Model Clauses. The Model Clauses are incorporated as follows: (i) the applicable law for the purposes of Clauses 9 and 11.3 of the Model Clauses shall be the law of the country where the data exporter is established, (ii) Appendix 1 to the Model Clauses will be deemed to incorporate Exhibit 1 to this Addendum and (iii) Appendix 2 to the Model Clauses will be deemed to incorporate Exhibit 2 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 or the United Kingdom). 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 current Model Clauses are superseded or replaced by new standard contractual clauses approved by the competent authority for Personal Data in: (i) the EEA and/or (ii) the United Kingdom, New Relic and Customer agree that such new standard contractual clauses shall automatically apply to the transfer of such Personal Data from Customer to New Relic and shall be deemed completed on a mutatis mutandis basis to the completion of the Model Clauses as described above. In the event that the Model Clauses (in any form) 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 Services. 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. New Relic 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 Laws, New Relic will (at Customer's expense) provide reasonably requested information regarding New Relic's processing of Personal Data under the Agreement to enable 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 36 of GDPR/UK 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/UK 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 in the manner set out in this Addendum once annually. Customer may elect to perform such an audit on its own behalf or pursuant to a formal direction or request for information from a supervisory authority to which Customer is subject.

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

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

13.4 Where the 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. Government Requests

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

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

CUSTOMER: _____
By: _____
Name: _____
Title: _____
Date: _____

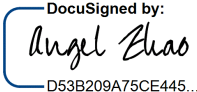
NEW RELIC, INC. 
By: _____
Name: Angel Zhao
Title: CAO
Date: 02/11/2021

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 Services 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 Services.
- (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 Services, which may include (but are not limited to) Customer's users and customers or as otherwise determined by Customer in the configuration of the Services.
- (f) **Categories of data.** Personal Data that is submitted to the Services by Customer, which may include, but is not limited to, IP address, username, and other types of identifiable data configured by Customer, 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/UK GDPR, to the Services.

Exhibit 2 – Security

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