



## New Relic Issue Tracker Terms of Use

Effective: August 31, 2022

Welcome to the New Relic Issue Tracker! The Issue Tracker is a place for users to submit bug reports and feature requests about the New Relic Service.

Participation in the Issue Tracker is governed by these Issue Tracker Terms of Use, along with our [Acceptable Use Policy](#), [Privacy Notices](#), [DMCA Policy](#) and other guidelines or policies we post on the Issue Tracker, (collectively, the “Terms”). By participating in the Issue Tracker or otherwise indicating your agreement to these Terms, you agree to be bound by these Terms, which form an agreement between you and New Relic, Inc. (“New Relic,” “we” or “us”). If you are participating in the Issue Tracker on behalf of a company, organization or other entity, then “you” means that entity, and you are binding that entity to these Terms and represent and warrant that you have all necessary authority to do so. If you do not have authority or if you do not agree with these Terms, you may not participate in the Issue Tracker. In addition, you may not participate in the Issue Tracker if you are under the age of 16 or are otherwise barred from using or participating in the Issue Tracker under applicable law. For how New Relic collects and handles personal data in connection with the Issue Tracker, please visit and review New Relic’s [General Data Privacy Notice](#).

We may modify these Terms from time to time as described in Section 3 (Changes to Terms).

## 1. Definitions.

“Issue Tracker” means any Issue Tracker features or forums made available by New Relic, including the submission of tickets and posting of comments.

“Content” means any text, information, data, graphics, messages, attachments, sounds, videos, content, code, scripts, software or other materials.

“Feedback” means comments, suggestions, ideas, and/or other proposals with respect to and/or relating to New Relic Services, offerings, or the Issue Tracker.

“New Relic Service” means New Relic’s proprietary SaaS offerings and related software and documentation.

“User Content” means any Content that a user submits to the Issue Tracker, including Feedback. The term “submit” includes submitting, posting, commenting, uploading or otherwise making available User Content on or through the Issue Tracker.

2. Use of the Issue Tracker. You are required to set up an account in order to access or submit Content to the Issue Tracker. You may be required to provide a username, email address, password, or other personal information to create and manage your account. You must keep your account credentials confidential, and if you become aware of any compromise of your credentials, you must let New Relic know as soon as possible. You are responsible for compliance with this Agreement

and actions taken in your account. We reserve the right to change, add to or disable the Issue Tracker or your account at any time, without notice or liability.

3. **Changes to Terms.** New Relic may modify these Terms from time to time. Unless we specify otherwise, changes become effective upon our posting of the updated Terms, and the updated Terms will apply to all use of the Issue Tracker after they are posted. We will use reasonable efforts to notify you of the changes as provided in Section 11 (General Terms).

4. **User Content.**

4.1 Generally. You are responsible for any Content you submit to the Issue Tracker. By submitting Content to the Issue Tracker, you represent and warrant that you have all necessary rights to or own the User Content. You do not lose any ownership rights you may have to User Content, but you understand that the User Content will be publicly available and may therefore be accessed, viewed, used, modified, or reproduced by other users. You acknowledge and agree that User Content is gratuitous, unsolicited, and without restriction, and does not place New Relic under any fiduciary or other obligation. Therefore, you should not submit any confidential or proprietary information to the Issue Tracker. By submitting Content, you grant us, and at our discretion, other Issue Tracker users, a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, fully-paid, fully-sub licensable and transferable license to use, copy, host, store, communicate, process, publish, transmit, license, reproduce, distribute, prepare derivative works of, modify, adapt, and publicly display and perform your Content in any form or format and through any media (including, for

New Relic, in connection with our company, products, and services and in our marketing and publicity) or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make User Content available to the rest of the world and to let others do the same. You confirm and warrant to New Relic that you have all the rights, power, and authority necessary to grant the above license. You warrant that the holder of any worldwide intellectual property right in User Content has waived all such rights and validly and irrevocably granted you the right to grant the license above. To the maximum extent permitted under applicable law, you further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law under any legal theory.

4.2 New Relic Not Responsible. We have no obligation to, but may in our discretion, monitor, review, modify, redact, or delete User Content, in part or in full. We have no responsibility for and make no promises about User Content you may encounter on the Issue Tracker, including whether it infringes third-party rights or its reliability, accuracy, usefulness or safety. We have no responsibility for the security, privacy, storage, or transmission of User Content or other communications originating with or involving use of the Issue Tracker. You may find User Content on the Issue Tracker to be offensive, indecent or otherwise objectionable. However, you agree not to hold us responsible in any way for any User Content you encounter. Views expressed on the Issue Tracker do not necessarily reflect our views and we do not endorse User Content posted by you or others. New Relic may make

available access to products, services, information, data, content and other materials made available by or on behalf of third parties, or open source software (“Third Party Materials”). YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS, AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

4.3 Removal of User Content. We reserve the right to remove and alter any User Content, in part or in full, at any time without notice, for any or no reason, including if it violates these Terms. We do not promise to store or make available on the Issue Tracker any of your User Content or any other Content for any length of time. Your use of the Issue Tracker is also subject to the terms of our takedown policy as set forth in our [DMCA Policy](#). If you believe that anything on the Issue Tracker infringes your copyright or trademark rights, you should notify us in accordance with our [DMCA Policy](#).

4.4 Social Media. The Issue Tracker may support sharing User Content on social media platforms such as Twitter, Facebook or LinkedIn (“Social Media”), and allowing other users (or New Relic) to share your User Content on Social Media. You may share other users’ User Content on Social Media, as long as you include a link to the Issue Tracker in your post.

4.5 Feedback. You have no obligation to provide Feedback. New Relic may use the feedback or suggestions Feedback without restriction or obligation.

4.6 Prohibited Content. You are prohibited from submitting any of the following Content to New Relic through the use of the Issue Tracker:

- a. Prohibited Data (as defined by the [New Relic Terms of Service](#)).
- b. Sexually explicit content, including any nudity, pornography, or Content that drives traffic to sexually explicit or pornographic websites or material.
- c. Hate speech, including Content that promotes violence or ill will towards groups of people based on protected classes such as race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity.
- d. Spam or other commercial or promotional content.
- e. Malware, including viruses or any other executable malicious or destructive code.

If you inadvertently submit Prohibited Content to the New Relic Issue Tracker or non-public information on a public ticket, please comment “!private” on the ticket you submitted. If you were the submitter of the ticket, this will automatically make the ticket private. You may then follow up to request removal of the Content by emailing [issue-tracker-mod@newrelic.com](mailto:issue-tracker-mod@newrelic.com). If you are not the submitter of the ticket, please email [issue-tracker-mod@newrelic.com](mailto:issue-tracker-mod@newrelic.com) to request removal of the Content. Please include the ticket number and Content you would like removed.

5. Proprietary Rights. The Issue Tracker may contain proprietary and confidential information and Content that is not already in the public domain and that is

protected by intellectual property and other laws (“Confidential Information”). New Relic and its suppliers retain all rights, title and interest in and to the Issue Tracker, New Relic’s Content, New Relic’s Confidential Information, New Relic Service, and related New Relic technology, services, templates, formats, and dashboards, including any modifications or improvements to these items made by New Relic. New Relic retains all rights to its branding, logos, trademarks and service marks, and nothing in these Terms grants you rights to use them. You will indefinitely maintain the confidentiality of all Confidential Information in the Issue Tracker, and will not disclose or otherwise make available to any third party, directly or indirectly, Confidential Information without New Relic’s prior written approval. You will not share company or financial secrets or discuss rumors or speculation about New Relic. You must not reverse engineer, disassemble or decompile any software or tangible objects embodying any Confidential Information. You will use the same degree of care to protect Confidential Information as you use to protect your confidential information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. You must not use any Confidential Information except for the purpose of fulfilling your obligations under these Terms or the terms governing your use of the New Relic Service. You may disclose Confidential Information only to your employees or contractors who need to know such Confidential Information as part of such authorized use, and who are bound in writing to confidentiality restrictions no less restrictive than those set forth in the Agreement. Any act or omission by any contractor engaged by you, or, for clarity, by any of your employees or other personnel, that would be a breach of the Terms (including this section) will be deemed to be a breach of the Terms by you. You acknowledge that a breach in this section will result in irreparable and

continuing harm for which there will be no adequate remedy at law, and that New Relic shall be entitled to injunctive relief and/or a decree for specific performance, without the requirement to post any bond, and to such other relief as may be proper (including monetary damages if appropriate).

6. Termination. We may terminate or suspend these Terms, your account, or your access, in part or in full, to the Issue Tracker at any time, with or without notice and for any or no reason. Upon any termination or suspension of these Terms, we may delete your account, passwords and User Content, and we may bar you from further use of the Issue Tracker. You understand that we may also continue to make your User Content available on the Issue Tracker, or elsewhere as permitted under these Terms, even if your use of the Issue Tracker is terminated or suspended. We will have no liability to you or any third party for any termination or suspension, nor will termination or suspension limit any other rights or remedies we may have. The following Sections will survive any termination of these Terms: 5 (Proprietary Rights), 6 (Termination), 7 (Warranty Disclaimer), 8 (Limitation of Liability), 9 (Indemnity), 10 (Governing Law) and 11 (General Terms).

7. Warranty Disclaimer. THE ISSUE TRACKER AND ALL CONTENT IS PROVIDED BY NEW RELIC "AS IS," AND USE IS AT YOUR OWN DISCRETION AND RISK. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON INFRINGEMENT. WE DO NOT WARRANT THAT YOUR USE OF THE ISSUE TRACKER WILL BE UNINTERRUPTED, PRIVATE, OR ERROR-FREE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE



DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

8. Limitation of Liability. TO THE FULL EXTENT PERMITTED BY LAW, NEW RELIC AND ITS SUPPLIERS HAVE NO LIABILITY FOR (1) ANY USER CONTENT, (2) ANY ACTIONS YOU TAKE (OR DO NOT TAKE) BASED ON ANY CONTENT IN THE ISSUE TRACKER, (3) ANY VIRUSES OR HARMFUL CODE ON OR IN THE ISSUE TRACKER OR ANY CONTENT, OR (4) OTHERWISE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS OF USE, LOST DATA, REDACTED DATA, INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS OR INTERRUPTION OF BUSINESS. TO THE EXTENT ANY OF THE ABOVE LIMITATIONS ARE NOT ENFORCEABLE AT APPLICABLE LAW, NEW RELIC'S ENTIRE LIABILITY UNDER THESE TERMS WILL NOT EXCEED \$100. These limitations and exclusions apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and even if New Relic is informed of the possibility of such damages in advance. You understand that New Relic would not be able to provide the Issue Tracker without the limitations and exclusions in this Section 8, which will survive and apply even if any limited remedy in these Terms is found to have failed its essential purpose.

9. Indemnity. You will defend (at our request), indemnify and hold harmless us from and against any claim by a third party arising from or related to: (a) your use or attempted use of the Issue Tracker, (b) your violation or alleged violation of these Terms, (c) your violation or alleged violation of any law or rights of any third party, or (d) any User Content you submit to the Issue Tracker, including any claim

of infringement, misappropriation or violation of any intellectual property, privacy or other rights.

10. Governing Law. These Terms will be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in San Francisco, California and both parties hereby submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, New Relic may bring a claim for equitable relief in any court with proper jurisdiction.

11. General Terms. We may provide you with notices via email or the Issue Tracker, as determined by us in our discretion. Any notices you give to us under these Terms will be deemed given only when personally delivered, delivered by reputable international courier requiring signature for receipt, or three (3) business days after being deposited in the mail, first class, postage prepaid, in each case to: New Relic, Inc., Attention: Legal, 188 Spear St., Suite 1200, San Francisco, California 94105. The parties are independent contractors, and there is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. If a court having proper authority decides that any portion of these Terms is invalid, only the part that is invalid will not apply, and the rest of these Terms will still be in effect. If we waive any of our rights under these Terms in any particular instance, it does not mean that we are waiving our rights generally or in the future. Furthermore, just because we may

not enforce all our rights all of the time, it does not mean that we are waiving our rights, as we may decide to enforce them at a later date. Except as set forth herein, all amendments to these Terms must be in writing and signed by both parties. These Terms are the entire agreement between the parties with respect to their subject matter and supersede any prior agreements relating to such subject matter. For the avoidance of doubt, use and provisioning of the New Relic Service are subject to separate terms, such as our [Terms of Service](#), and these Terms do not apply to use of or access to the New Relic Service. In the event of a conflict between separate terms and these Terms with respect to use of or relating to use of the Issue Tracker, these Terms shall prevail. In these Terms, headings are for convenience only and the term “including” (and similar terms) will be construed without limitation. These Terms, and any rights and licenses granted under these Terms, may not be transferred or assigned by you without our prior written consent, but may be transferred and assigned by us without restriction. We will not be liable to you for any delay or failure to perform any obligation we have under these Terms if the delay or failure is due to events which are beyond our reasonable control, including any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency. We may use the services of subcontractors and permit them to exercise the rights granted to us in order to provide the Issue Tracker under these Terms.