

## New Relic CCPA Service Provider Addendum

This New Relic CCPA / CPRA Addendum (the "**Addendum**") is entered into between the entity identified as the "**Customer**" on the signature page of this Addendum and New Relic, Inc., a Delaware corporation with offices located at 188 Spear Street, Suite 1000, San Francisco, CA 94105, USA ("**New Relic**"). 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 and to the extent New Relic acts as a Service Provider 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 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:

This Addendum has been pre-signed on behalf of New Relic. To complete this Addendum, Customer should complete the information in the signature box and sign on page 3 and then send the signed document by email to [dataprivacy@newrelic.com](mailto:dataprivacy@newrelic.com).

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

**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 that Customers can use for their internal research for technological development, performance monitoring, and the improvement, upgrade, or enhancement of their services; and which also provides enterprise-wide context in debugging to identify and repair errors, as specified in the applicable order form of Customer. Customer is a Business that is subject to the California Consumer Privacy Act and the California Privacy Rights Act. Customer intends to send Personal Information relating to California Consumers in connection with New Relic's performance of the Agreement. Pursuant to this, the parties seek to clarify their applicable responsibilities in this Addendum.

### 2. Definitions and interpretation.

2.1. **Definitions:** In this Addendum, the following terms shall have the following meanings:

- (a) "**Business**", "**Collects**" (and "**collected**" and "**collection**"), "**Consumer**", "**Business Purpose**", "**Sell**" (and "**selling**", "**sale**", and "**sold**") "**Service Provider**" and "**Share**" shall have the meanings given to them in §1798.140 of the CCPA.
- (b) "**Business Purpose**" has the meaning given in Section 5.2 of this Addendum.
- (c) "**California Consumer Privacy Act**" or "**CCPA**" means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199), including as amended by the CPRA and any implementing regulations.
- (d) "**CPRA**" means the California Privacy Rights Act of 2020, (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§ 1798.100 et seq.), and its implementing regulations, as amended or superseded from time to time.
- (e) "**Documentation**" means the New Relic technical guides and documentation made available from the dedicated 'Documentation' page of the New Relic website.
- (f) "**Agreement**" shall have the meaning given in paragraph A of the Introduction to this Addendum.
- (g) "**Personal Information**" means personal information as defined by §1798.140 of the CCPA submitted as Customer Data for processing pursuant to the Agreement.

(h) **"Security Incident"** means accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access of or to the Personal Information.

2.2. Interpretation: Capitalized terms used but not defined in this Addendum shall have the meanings given in the Agreement.

### 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.
- 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 the CCPA.
- 3.5. This Addendum shall terminate simultaneously and automatically with the termination or expiration of the Agreement.
- 3.6. Both parties agree that this Addendum shall be interpreted in favour of their intent to comply with the CCPA and therefore any ambiguity shall be resolved in favour of a meaning that complies and is consistent with the CCPA.

### 4. Scope of this Addendum.

- 4.1. This Addendum applies only where, and to the extent that, New Relic processes Personal Information that is subject to the CCPA on behalf of Customer as a Service Provider in the course of providing the Services pursuant to the Agreement. In this Addendum, references to sections of the CCPA are to those sections as amended by the CPRA.
- 4.2. This Addendum does not include personal information collected in accordance with the [General Data Privacy Notice](#), for which New Relic is the Business that Collects such personal information from Consumers and determines the purposes and means of its processing.

### 5. Data Protection.

- 5.1. Service provider appointment: Customer is a Business and appoints New Relic as its Service Provider to Collect and process the Personal Information for the Business Purpose. New Relic acknowledges that it does not receive Personal Information as consideration for any services provided to Customer. New Relic is responsible for: (i) compliance with its obligations under this Addendum, (ii) for compliance with its obligations as a Service Provider under the CCPA and (iii) shall provide the same level of privacy protection as required by the CCPA. New Relic shall notify Customer if it reasonably determines that it cannot meet its obligations under the CCPA, and in such circumstances, and upon provision of notice to New Relic, Customer shall be entitled to take reasonable and appropriate steps to remediate unauthorized use of Personal Information. Customer is responsible for compliance with its own obligations as a Business under the CCPA and shall ensure that it has provided notice and has obtained (or shall obtain) all consents and rights necessary under the CCPA for New Relic to Collect and process the Personal Information for the Business Purpose.
- 5.2. Business purpose: New Relic shall only Collect and process Personal Information as a Service Provider upon lawful documented instructions from Customer, including those in the Agreement, this Addendum, and Customer's configuration of the Services or as otherwise necessary to provide the

Services (the "**Business Purpose**"). New Relic must not process the Personal Information for any purpose other than for the Business Purpose, except where and to the extent permitted by the CCPA.

- 5.3. Service provider certification: New Relic shall not: (a) Sell or Share the Personal Information; (b) retain, use, or disclose the Personal Information for any purpose other than for the Business Purpose, including to retain, use, or disclose the Personal Information for a commercial purpose other than providing its Services under the Agreement unless permitted by the CCPA; (c) retain, use, or disclose the Personal Information outside of the direct business relationship between the New Relic and Customer; (d) process the Personal Information for targeted and/or cross context behavioral advertising; (e) combine Personal Information with any other data if and to the extent this would be inconsistent with the limitations on service providers under the CCPA or other laws. New Relic certifies that it understands the restrictions set out in this Section 5.3 and will comply with them.
- 5.4. Consumer's rights: New Relic will, upon Customer's instructions (and at Customer's expense): (a) use reasonable efforts to assist Customer in deleting Personal Information in accordance with a Consumer's request (and shall instruct any service providers it has appointed to do the same) except where and to the extent permitted to retain the Personal Information pursuant to an exemption under the CCPA and/or the CPRA; and (b) use reasonable efforts to assist Customer in responding to verified Consumer requests received by Customer to provide information as it relates to the Collection of Personal Information for the Business Purpose.
- 5.5. Assistance: New Relic will, upon Customer's instruction and upon proof of such a communication, provide reasonable assistance to Customer to enable Customer to respond to any correspondence, enquiry or complaint received from a Consumer, the California Attorney General and/or the California Privacy Protection Agency in connection with the Collection and processing of the Personal Information.
6. **Security**. New Relic shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information it will process to protect the Personal Information from and against a Security Incident in line with the New Relic Security Policy as set forth in the [New Relic Security Policy](#)
7. **Security Incident**. New Relic shall notify Customer without undue delay (and in time to fulfil any Security Incident reporting obligations) after becoming aware of a Security Incident and provide timely information relating to the Security Incident as it becomes known or is reasonably requested by Customer.
8. **Monitoring**. To the extent required by the CCPA, Customer may take reasonable and appropriate steps to help ensure that the Personal Information is used by New Relic in a manner consistent with Customer's obligations under the CCPA. 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 the California Privacy Protection Agency. 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 this Addendum, New Relic shall make available to Customer (or Customer's independent third-party auditor) 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>. Upon review of such materials, 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.
9. **Subcontractors**. Customer agrees that New Relic may engage third party subcontractors to process Personal Information in connection with the provision of the Services. New Relic shall enter into written agreements with such subcontractors that contain substantially similar obligations as this Addendum. Provided that Customer signs up for notifications at <https://newrelic.com/NR-legal-signup-datasubprocessors>, New Relic shall prior notice of any new such third party subcontractors.

**10. Miscellaneous.** Upon receipt of Customer's written request, New Relic shall (at Customer's election) return Personal Information or close Customer's account and delete all Personal Information 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 Information, which Personal Information 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.

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

CUSTOMER: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NEW RELIC Signed by:

By:

Name: Drew DeMatronico

Title: SVP Chief Accounting Officer

Date: 01/03/2023

Date: \_\_\_\_\_