



How to execute this NDA:

1. This NDA has been pre-signed on behalf of New Relic.
2. To complete this NDA, Company must insert the date at the top and complete the information in the signature box and sign.
3. Send the signed NDA to New Relic by email [askcontracts@newrelic.com](mailto:askcontracts@newrelic.com).
4. Upon the receipt of the validly completed NDA by New Relic at this email address, this NDA will become legally binding.

NEW RELIC, INC. MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between New Relic, Inc., a Delaware corporation with offices at 188 Spear Street, Suite 1200, San Francisco, CA 94105, and its parents, subsidiaries, and/or affiliates (collectively "New Relic") and the entity signing below ("Company"). New Relic and Company agree as follows:

1. The parties wish to conduct discussions regarding a prospective business opportunity of mutual interest (the "Purpose") and, in connection with the Purpose, each party may disclose to the other certain confidential technical and business information which the disclosing party ("Discloser") desires the receiving party ("Recipient") to treat as confidential.

2. "Confidential Information" means all technical and non-technical information disclosed by the Discloser to the Recipient (including but not limited to product information, plans, pricing information, financials, marketing plans, business strategies, customer information, data, research and development, software and hardware, APIs, specifications, designs, proprietary formulae and algorithms); provided Confidential Information means any information disclosed in connection with the Purpose by a Discloser to a Recipient, either directly or indirectly, in writing, orally or by inspection of tangible objects, that is designated as "Confidential," "Proprietary," or some similar designation. For clarity, the confidentiality, non-disclosure and limited-use obligations of this Agreement do not apply to Company's access to or use of the New Relic products and services, which shall be governed by a definitive agreement that may result from the Purpose.

3. The Recipient will: (a) hold the Confidential Information in confidence; (b) restrict disclosure of such Confidential Information to those of its employees, affiliates' employees or agents with a need to know such information solely for the Purpose and who have previously agreed (e.g. as a condition to their employment or agency) to be bound by substantially similar terms of confidentiality and non-disclosure as those contained in this Agreement and which would extend to the Confidential Information; and (c) use such Confidential Information solely for the Purpose unless otherwise specified in writing by the Discloser. The Recipient agrees that any Confidential Information shall be handled with at least the same degree of care which it applies to its own confidential information, but in no event, less than a reasonable degree of care. The Recipient understands that the Discloser's Confidential Information shall remain the Discloser's property.

4. The restrictions in Section 3 will not apply to Confidential Information to the extent it: (a) was publicly known at the time of disclosure or became publicly available after disclosure to the Recipient without breach of this Agreement; (b) was lawfully received by the Recipient from a third party without such restrictions; (c) was known to the Recipient, its employees, affiliate's employees or agents without such restrictions prior to its receipt from the Discloser, as shown by documents and other competent evidence in the Recipient's possession; or (d) was independently developed by the Recipient without access to or use of the Confidential Information of the Discloser, as shown by competent evidence in the Recipient's possession. The Recipient may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that: (i) the Recipient gives the Discloser prior written notice of such requirement, (ii) the scope of such disclosure is limited to that which is legally required, and (iii) the Recipient reasonably cooperates with the Discloser, at the Discloser's expense, in the Discloser's efforts to ensure that the Confidential Information will be subject to a protective order or other legally available means of protection. No other use of Confidential Information is permitted, except as stated in this Agreement.

5. Upon written request of the Discloser, all copies of Confidential Information in the possession of the Recipient, its employees, affiliate's employees or agents will be returned to the Discloser or promptly destroyed with a written statement of compliance by a duly authorized officer and/or person authorized to make such a statement.

6. Neither party is required to disclose any particular information to the other and any disclosure pursuant to this Agreement is entirely voluntary and does not, in itself: (a) create warranties or representations of any kind; (b) create a commitment as to any product, service, or prospective business relationship; (c) constitute solicitation of any business or the incurring of any obligation not specified herein; or (d) constitute a license or transfer of ownership under any intellectual property rights of the Discloser's Confidential Information.

7. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.

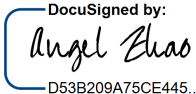
8. This Agreement is effective as of the Effective Date and may be terminated by either party at any time upon written notice. However, the Recipient's obligations under Section 3 with respect to any Confidential Information disclosed during the term of this Agreement will survive for a period of five (5) years following the date of each such disclosure and survive any termination of this Agreement. In addition, Sections 3, 4, 5, 7, 8 and 9 will survive the termination of this Agreement.

9. This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be delegated, assigned, amended or modified except by the written agreement of both parties. No failure or delay in enforcing any provisions of this Agreement shall constitute a waiver thereof or of any other provision. In the event that any portion of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement shall be governed by and construed using California law, without giving effect to its conflict of law provisions, choice of law principles or to constructive presumptions favoring either party. All actions arising out of or relating to this Agreement will be heard and determined exclusively by the state or federal courts located in San Francisco, California, and Company waives all objections to the exercise of personal and/or subject matter jurisdiction in such courts, and agrees to waive any argument or assertion challenging venue or inconvenient forum. Recipient agrees that in the event of breach of this Agreement, monetary damages may be inadequate to compensate Discloser for any breach and that, in addition to other remedies that may exist at law or in equity or under this Agreement, the Discloser may seek injunctive relief and/or specific performance. This Agreement is written in the English language only; which language shall be controlling in all respects.

10. All notices, requests and other communications called for by this Agreement will be deemed to have been given immediately if made by email (if confirmed by concurrent written notice sent by mail, postage prepaid) to the email address below and at the physical address provided with a copy to its General Counsel, or to such other addresses as either party may specify to the other in writing. Notice by any other means will be deemed made when actually received by the party to which notice is provided.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall comprise but a single instrument. A signature delivered by facsimile or a .pdf file via email shall be deemed to be an original.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the Effective Date.

NEW RELIC, INC.:   
By: \_\_\_\_\_  
Name: Angel Zhao  
Title: CAO  
Email: angel@newrelic.com

Customer: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_