

The above Products are deemed accepted upon provisioning.

Licensed Monthly Fees will allow Customer to utilize the Products to the extent that Projected Net Monthly Fees do not exceed Licensed Monthly Fees.

Projected Net Monthly Fees are defined as the total units of the Products utilized in a month multiplied by the Monthly Discounted Rates.

Licensed Monthly Fees shall be deemed consumed at the earlier of: (i) Customer utilization, or (ii) the end of each month.

New Relic may review Product usage on a quarterly basis. If New Relic identifies that the Projected Net Monthly Fees exceeds the Licensed Monthly Fees (Overage), Customer will be obliged to get its New Relic account(s) back into compliance within thirty (30) days' notice from New Relic by either: (1) reducing Product usage in line with the Licensed Monthly Fees, or (2) entering into a separate purchase (co-terminus with this Order) to increase the Licensed Monthly Fees in an amount necessary to align with the Products utilized. Failure to rectify the Overage within such period may result in New Relic taking steps to encourage Customer to rectify its non-compliance, including, but not limited to, significantly delayed responses to Customer technical support requests and degrading experiences of various product features and the Products.

If Customer fails to make payments when due, then in addition to its other rights and remedies, Carahsoft will have the right to terminate this Order and to recover its reasonable costs and expenses, expended in collection of such payments.

Price is based on historical price. Proposed price is comparable to the price the agency has paid over multiple years, taking into account the applicable Consumer Price Index (CPI) and additional agency requirements (for example, new insurance requirements).

The Customer's access and use of the New Relic Products are provided under the terms and conditions located at: <https://newrelic.com/termsandconditions/terms>.

The Products must also only be used in accordance with, and subject to any technical Product limitations (e.g. rate limits) in, the Documentation.

The current list of FedRAMP authorized Products offered by New Relic are set forth within the Documentation (<https://docs.newrelic.com/docs/security/new-relic-security/compliance/regulatory-audits-new-relic-services>). If a Customer elects to access and use New Relic Products that are not yet FedRAMP authorized, it acknowledges by its use that an authorized official of the agency or organization indicated its agreement to assume any risk associated with the security controls of such not yet authorized Products.

Definitions: <https://docs.newrelic.com/docs/licenses/license-information/product-definitions/legacy-product-definitions> <https://docs.newrelic.com/docs/licenses/license-information/product-definitions/new-relic-one-pricing-definitions>