



188 Spear St., Suite 1200
San Francisco, CA 94105

**NEW RELIC, INC.
ORDER FORM**

CONTRACT DETAILS	
Customer:	UPCnet_7
Customer Account ID:	1012051
Order Form Expiration Date:	Pricing is contingent on Customer executing on or before the 31 st March 2020
Order Form Effective Date:	Upon Signing

This Order Form is effective as the Effective Date (as identified above) for the purchase of New Relic subscription products (“**Products**”) listed below from New Relic, Inc. (“**New Relic**”).

New Relic Products are governed under the New Relic Terms of Service located at <https://newrelic.com/termsandconditions/terms> (“**Terms of Service**”). By signing this Order Form, Customer hereby agrees to all the terms and conditions of the Terms of Service. This Order Form and the Terms of Service constitute the entire agreement (“**Agreement**”), superseding any terms including, but not limited to, any Customer’s purchase order terms.

BILLING & CONTACT			
Contact Name	Josep Maria Ciervo Ruedas	Email Invoice to	olga.caireta@upcnet.es
Contact Email	jm.ciervo@upcnet.es	Company Address 1	Edifici Nexus, Gran Capità 2-4
First Billing Date (Term Start Date)	Upon Provisioning	Company Address 2	
Renewal Date	12 Months from Provisioning	City	Barcelona
Billing Frequency	Annual	State	
Payment Terms	Due Upon Receipt	Zip Code	08034
Commitment Term	12 Months	Country	Spain
Payment Method	Invoice	VAT ID (if applicable)	

SUBSCRIPTION					
Product	Term (Months)	Quantity	Unit of Measure	Monthly Fee	Total Commitment Fee
New Relic APM Pro Annual	12	4	Host(s) per Month	\$596	\$7,152.00
TOTAL (USD)				\$596	\$7,152.00

ADDITIONAL TERMS	
<ul style="list-style-type: none"> • “Commitment Term” means the non-cancelable, committed Subscription Term for the Products. • Customer will pay New Relic all amounts stated in this Order Form. Except as otherwise stated in this Order Form: (i) New Relic will invoice Customer in advance; (ii) fees are based on subscriptions purchased and not actual usage; and (iii) payment obligations are non-cancelable and fees paid are non-refundable for the Commitment Term. • Customer agrees to purchase the baseline licensed entitlements set forth in this Order Form as part of New Relic’s True-up Plan. With the True-up Plan, New Relic will allow Customer to use Product(s) in excess of the licensed entitlements for such Product(s). New Relic may review Customer’s usage of the Product(s) on a quarterly basis. If New Relic identifies that the Customer’s usage exceeds the licensed entitlements subscribed, 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 its usage in line with the baseline licensed entitlements described herein, or (2) purchasing the additional amount of entitlements necessary to align its usage. Customer’s inability to rectify the overage within such period may result in New Relic taking further steps to encourage Customer to rectify 	

its non-compliance, including, but not limited to, significantly delayed responses to Customer technical support requests and, limiting access to, or degrading experiences of, various product features and the Products.

- Unless otherwise stated, this Order Form does not modify or amend any existing purchases.
- Additional future product(s) and quantities are not subject to promotional pricing unless otherwise noted in this Order Form. Additional quantities and services can be added at any time during the term and will be co-terminus with the existing purchase unless specifically documented in this Order Form.
- Customer will indicate if a purchase order ("PO") is required below. If no answer is provided, Customer agrees that New Relic may issue invoice(s) without a reference to a PO and that New Relic is entitled to such payment of invoice(s) without the requirement of a PO. In the event that Customer indicates "YES" that a PO is required in the section below, the Customer agrees to provide the required PO prior to the provisioning of any Products.
- The above Product(s) are deemed accepted upon the provisioning of the applicable Product(s) specified in this Order Form.
- Total fees payable will be adjusted accordingly if customer has prepaid prior subscription for future month(s).

For any questions concerning this Order Form, please contact:

Name: Ketty Perazzo

Email: Kperazzo@newrelic.com

Each person signing this form hereby represents and warrants that he or she has full authority to execute this Agreement for the Party on whose behalf he or she is signing.

Executed and agreed:

Customer



Signature

José María Ciervo Ruedas

Name

CEO UPCNET

Title

3/18/2020

Date

New Relic, Inc.

DocuSigned by:



Signature

Niamh McMahon

Name

Deal Desk Analyst

Title

3/10/2020

Date

Is a Customer issued Purchase Order Required for this Order Form (Please state YES or NO)? YES

If "YES", please send a copy of the PO to AR@newrelic.com separately. Thank you!