RACKSPACE RESALE OF DATADOG PRODUCT TERMS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Product Terms shall apply when Customer purchases the Rackspace Resale of Datadog product (the "**Datadog Product**").

1. DEFINITIONS.

"**Customer Information**" means any data or information to which Rackspace has access in connection with Customer's use of the Datadog Product, or otherwise as a result of providing Services to Customer, including data or information concerning Customer, any sale or license of or granting access to a Datadog Product, or the use of any services offered alongside Customer's Datadog Product.

"**Datadog**" means Datadog, Inc., a Delaware corporation, having its principal place of business at 620 8th Avenue 45th Floor, New York, NY 10018.

"**Datadog Product**" means one or more of the Datadog products and related services purchased by Customer from Rackspace pursuant to these Product Terms as shown on the Service Order.

"**Datadog Terms**" means the Datadog Pass-Through Terms of Use for customers of Datadog-authorized resellers and managed service providers currently available at https://www.datadoghq.com/legal/pass-through/ as may be updated from time to time by Datadog.

2. END USER LICENSE. In addition to the terms and conditions contained in these Product Terms, Customer's use of the Datadog Product is subject to and shall be in accordance with the Datadog Terms, which are effective as between Datadog and Customer without signature. As between Customer and Datadog, only the Datadog Terms will apply.

3. SUPPORT. The Datadog Product is provided without support from Rackspace and any support that may be provided by Rackspace to Customer is provided on an as-is basis and is an Unsupported Service. To obtain support from Datadog, Customer may escalate issues directly via the Datadog support center (presently located at the following URL: https://www.datadoghq.com/support/, as may be updated by Datadog).

4. CUSTOMER INFORMATION. Customer expressly consents to Rackspace sharing Customer Information with Datadog so that Datadog may communicate with Customer regarding the Datadog Product.

5. ORDERING, PRICING & INVOICING

5.1. Annual Commitment. If Customer has elected the "**Annual Commitment**" as reflected on the Service Order, the Datadog Product is priced based upon an annual commitment ("**Commitment Rate**") for the number of licenses shown on the Service Order. If the number of licenses consumed increases during the Annual Commitment period, Customer will be invoiced for the additional licenses at the per license Commitment Rate price. The Annual Commitment for these additional licenses will be coterminous with the Term of the Service Order. For purposes of the Annual Commitment, the actual invoiced amount each month is determined by multiplying Customer's total number of licenses, by the Commitment Rate, as indicated in the Service Order. If Customer terminates the Agreement before fulfilling all requirements of the Annual Commitment, Customer is obligated to refund to Rackspace the difference between the Commitment Rate and Rackspace's standard rate for the Datadog Product reflected on the Service Order.

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5.2. Invoicing. Customer will be invoiced each month in arrears, per the pricing shown in the Service Order for licenses used in each month or portion of a month. All invoiced Fees are payable to Rackspace in accordance with the Agreement.

5.3. Renewal Pricing. Upon renewal, as indicated in section 10.1, the pricing of the Datadog Product is subject to change upon 30 days advanced written notice to Customer.

5.4. Errors and Disputes. Notwithstanding anything to the contrary in Customer's Agreement, if there is an error in Customer's invoice related to a Datadog Product, Customer shall (a) notify Rackspace of the error within 5 days of invoice receipt or Customer will be deemed to have conclusively waived its right to dispute the Fees, and (b) pay any such disputed invoice as due. Rackspace will work with Customer in good faith to correct the error. In the event Customer is owed a refund or credit, Rackspace will remit such refund or credit to Customer's account in a reasonably timely manner, after Datadog has provided such refund or credit to Rackspace. If it is determined that Customer owes Fees in excess of Customer's initial invoice, Customer agrees to pay Rackspace accordingly. In addition to any other rights and remedies Rackspace may have under the Agreement, Rackspace may deduct any outstanding debit and any applicable Fees from future transaction proceeds.

6. DISCLAIMERS.

6.1. Warranty Disclaimer. The Datadog Product and all related software, documentation and other information and materials are provided as-is and as-available. Rackspace (including its Affiliates) disclaims and makes no representation or warranty of any kind, whether express, implied, statutory, or otherwise, regarding the Datadog Product provided by or on behalf of Rackspace pursuant to these Product Terms, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade. Rackspace does not warrant the compatibility of the Datadog Product or that any content will be secure or safe from loss or damage through use of the Datadog Product.

6.2. Liability Disclaimer. Notwithstanding anything to the contrary, neither Rackspace's nor any of its Affiliates' or Representatives' aggregate liability in connection with any claim arising from or in connection with these Product Terms will exceed the lesser of (a) one months' transaction proceeds payable by Customer and accrued by Rackspace under these Product Terms, or (b) US$3,000.

7. INDEMNIFICATION. Customer will indemnify and (at Rackspace's option) defend Rackspace, its affiliates, officers, directors, agents, and employees, from and against any claim by a party other than Rackspace, including any resulting loss, costs, liability, damages and reasonable attorneys' fees, arising from or relating to: (a) any Customer violation of the Datadog Terms, (b) any claim of infringement or misappropriation of any intellectual property to the extent caused by Customer's use of the Datadog Product not in accordance with these Product Terms, (c) Customer's unauthorized marketing, sales, or use of the Datadog Product or any portion thereof, (d) Customer's violation or alleged violation of any applicable laws, or (e) conduct of Customer's business.

8. CONFIDENTIALITY. The content of these Product Terms and any other information obtained from Rackspace by Customer in connection with its purchase and use of the Datadog Product that is identified or should reasonably be identified as confidential or proprietary given the nature of its disclosure is considered Confidential Information within the meaning of Customer's Agreement.

9. FEEDBACK. Customer agrees that Datadog will have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback and recommendations provided by Customer relating to the Datadog Product and such will not be considered Customer Confidential Information.

10. TERM & TERMINATION.

10.1. Term. The Datadog Product is deemed accepted upon its provisioning. The Initial Term of Customer's Datadog Product subscription is identified in Customer's Service Order. Upon expiration of the Initial Term the Datadog Product subscription shall renew for successive Renewal Terms of 1 month, subject to Fee increase as noted in section 6, unless and until either party provides notice of non-renewal at least 90 days prior to expiration of the then-current Initial Term or Renewal Term.

10.2. Suspension & Termination. Rackspace may suspend Customer's use of the Datadog Product upon notice if Customer violates the Agreement (including these Product Terms). Rackspace may terminate Customer's use of the Datadog Product: (a) at any time for any reason upon 30 days prior written notice; or (b) immediately and without notice for non-payment by Customer, or if required to do so by operation of law or to comply with the requirement of one or more of its Representatives. In the event Rackspace terminates for Customer's failure to pay, Rackspace is entitled to recover its reasonable costs and expenses expended in collection.

10.3. Effect of Termination. Upon termination of these Product Terms, all Customer rights in and to the Datadog Product and all related software, documentation and other information and materials will immediately terminate, and Customer will immediately return to Rackspace or Datadog, as directed by Rackspace, all material belonging to Rackspace, Datadog, or its licensors, including without limitation all copies of Confidential Information, and Customer will promptly certify to Rackspace and Datadog in writing that it has done so.

11. CHANGES.

11.1. Changes to Product Terms. Notwithstanding anything in the Agreement to the contrary, Rackspace may update or change these Product Terms upon 30 days prior notice to Customer, including by posting an update on Rackspace's websites.

11.2. Changes to Functionality. Customer understands and agrees that functionality of the Datadog Product may change at any time, upon notice to Customer.