Table of Contents

As filed with the Securities and Exchange Commission on August 23, 2019.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-1
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

Datadog, Inc.

(Exact name of Registrant as specified in its charter)

Delaware	7372	27-2825503
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

620 8th Avenue, 45th Floor
New York, New York 10018
(866) 329-4466
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Olivier Pomel
Chief Executive Officer
Datadog, Inc.
620 8th Avenue, 45th Floor
New York, New York 10018
(866) 329-4466
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Jodie Bourdet Nicole Brookshire Alison Haggerty Cooley LLP 55 Hudson Yards New York, New York 10001 (212) 479-6000	David Obstler Laszlo Kopits Datadog, Inc. 620 8th Avenue, 45th Floor New York, New York 10018 (866) 329-4466	Richard D. Truesdell, Jr. Marcel R. Fausten Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 (212) 450-4000

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement is declared effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
Class A common stock, par value $0.00001 per share	$100,000,000	$12,120

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) of the Securities Act of 1933, as amended.
(2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase, if any.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant will file a further amendment which specifically states that this Registration Statement will thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement will become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

PROSPECTUS
(Subject to Completion)
Issued ,2019

Class A Common Stock — Shares

This is an initial public offering of shares of Class A common stock of Datadog, Inc. Prior to this offering, there has been no public market for our Class A common stock. It is currently estimated that the initial public offering price will be between $ and $ per share.

Following this offering, we will have two classes of common stock: Class A common stock and Class B common stock. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting, conversion and transfer rights. Each share of Class A common stock is entitled to one vote. Each share of Class B common stock is entitled to votes and is convertible at any time into one share of Class A common stock. All shares of our capital stock outstanding immediately prior to this offering, including all shares held by our executive officers, directors and their respective affiliates, and all shares issuable on the conversion of our outstanding convertible preferred stock, will be reclassified into shares of our Class B common stock immediately prior to the completion of this offering. The holders of our outstanding Class B common stock will hold approximately % of the voting power of our outstanding capital stock immediately following this offering.

We have applied to list our Class A common stock on the Nasdaq Global Select Market under the symbol "DDOG."

We are an "emerging growth company" as defined under the federal securities laws and, as such, we have elected to comply with certain reduced reporting requirements for this prospectus and may elect to do so in future filings.

Investing in our Class A common stock involves risks. See "Risk Factors" beginning on page 14.

Price $ a share

	Price to Public	Underwriting Discounts and Commissions[1]	Proceeds to Datadog
Per Share	$	$	$
Total	$	$	$

(1) See "Underwriting" for additional information regarding compensation payable to the underwriters.

We have granted the underwriters the option to purchase up to an additional shares of Class A common stock from us on the same terms as set forth above to cover over-allotments, if any.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of Class A common stock to purchasers on , 2019.

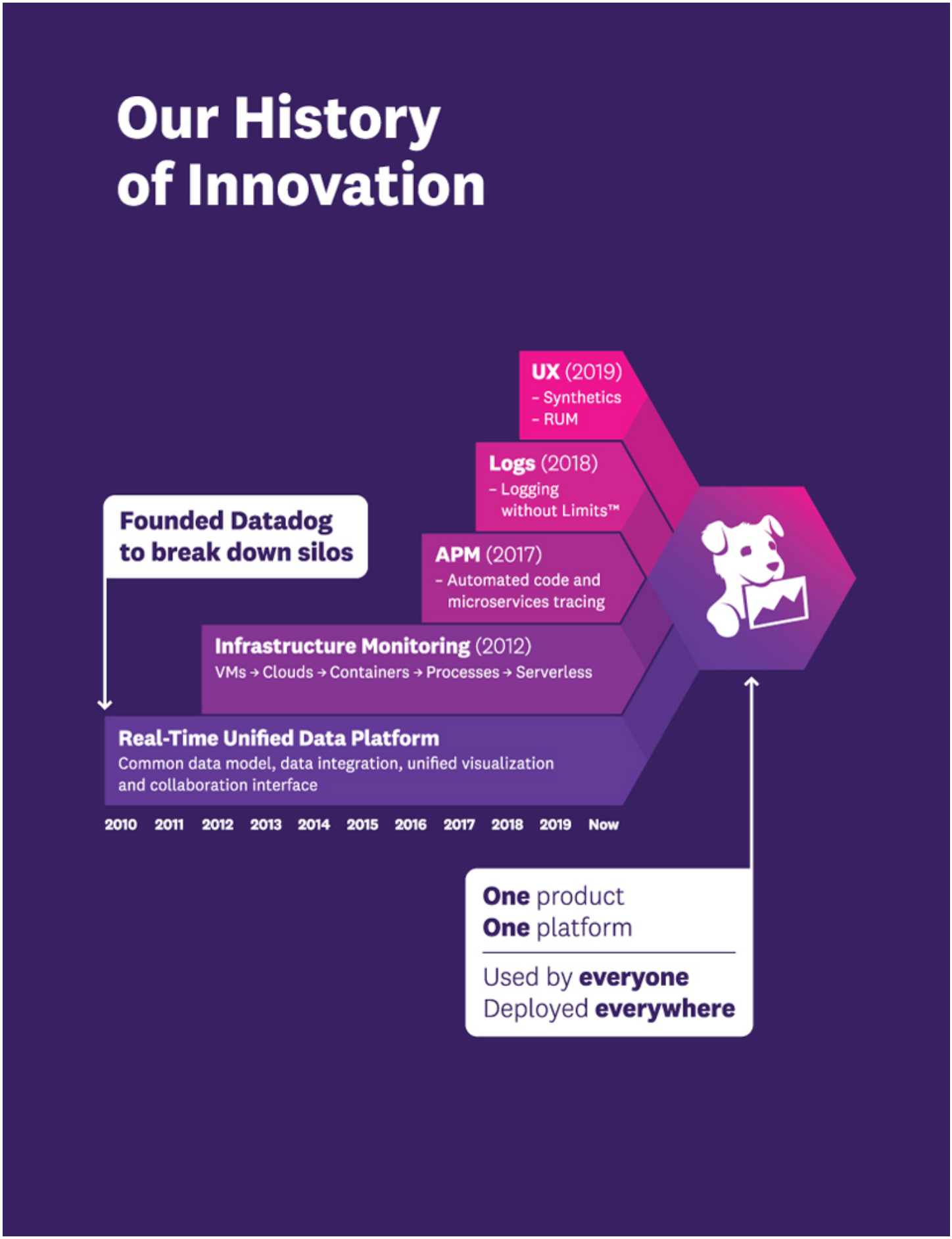
Morgan Stanley Goldman Sachs & Co. LLC J.P. Morgan Credit Suisse
Barclays Jefferies RBC Capital Markets
JMP Securities Raymond James Stifel William Blair Needham & Company

, 2019.

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Table of Contents

Table of Contents




8,800+
Customers
82%
Year-over-year revenue growth(b)
590+
Customers with $100K+ ARR(a)
146%
Dollar-based net retention rate(a)
40+
Customers with $1M+ ARR(a)
(5)%
Trailing 12-months free cash flow margin(a)
40%
Customers using 2+ products
$(14)MM
Operating loss, six months ended June 30, 2019(c)
All data as of June 30, 2019, unless otherwise indicated. (a) See "Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional information on annual run-rate revenue (ARR, which is a different measure and calculation than our Quarterly Revenue Run Rate shown in the graphic on the next page), dollar-based net retention rate and free cash flow. (b) Represents the trailing 12-months ended June 30, 2019, compared to the trailing 12-months ended June 30, 2018. (c) Includes a $5MM non-cash benefit to operating income related to a release of a non-income tax liability. See Note 7 in the Notes to the Consolidated Financial Statements for further discussion.

Table of Contents

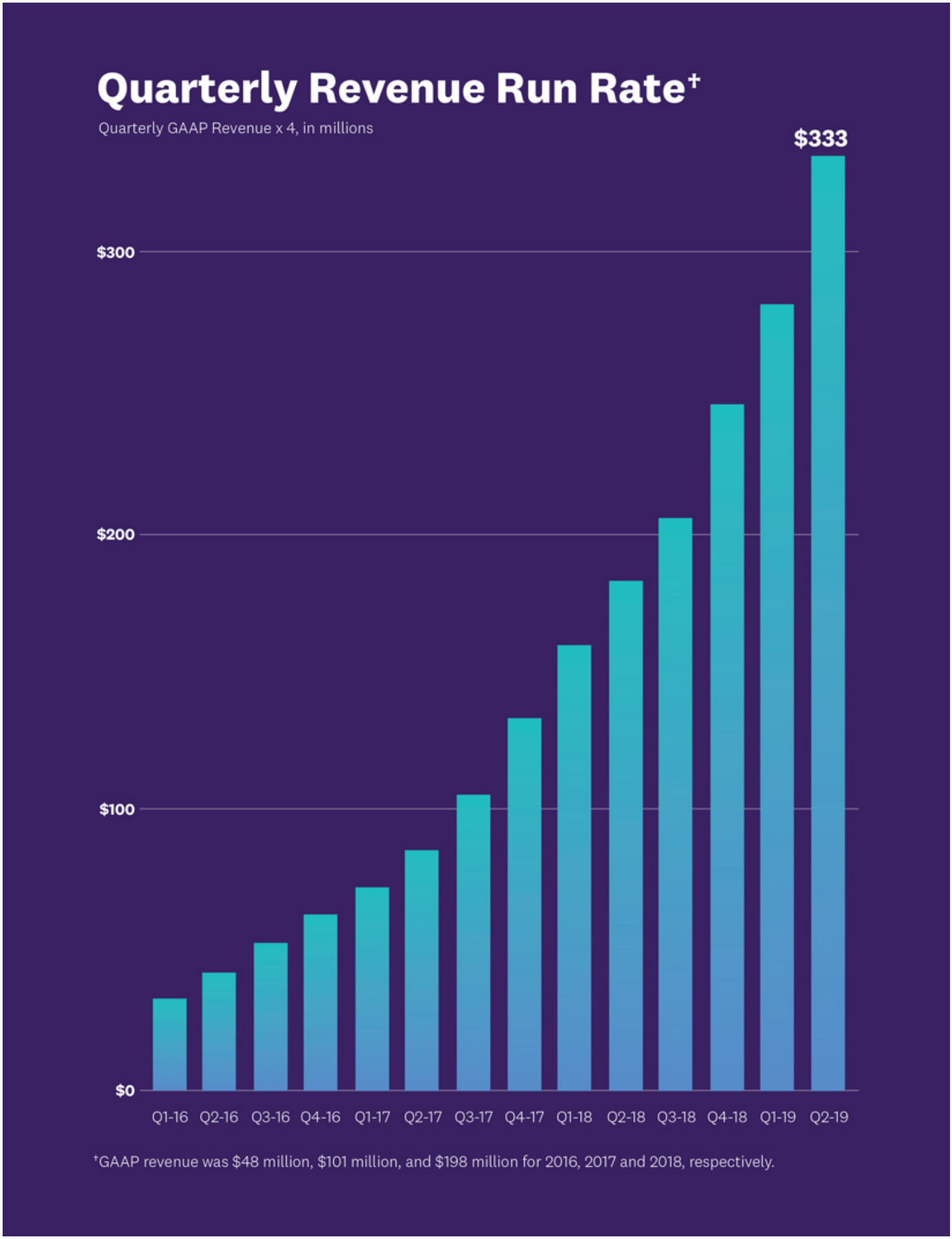


TABLE OF CONTENTS

Prospectus

Through and including , 2019 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

We have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are offering to sell, and seeking offers to buy, shares of our Class A common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our Class A common stock.

For investors outside the United States: neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our Class A common stock and the distribution of this prospectus outside of the United States.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our Class A common stock. You should read this entire prospectus carefully, including the sections titled "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included elsewhere in this prospectus, before making an investment decision. Unless the context otherwise requires, all references in this prospectus to "Datadog," the "company," "we," "our," "us" or similar terms refer to Datadog, Inc. and its subsidiaries.

DATADOG, INC.

Datadog is the monitoring and analytics platform for developers, IT operations teams and business users in the cloud age.

Our SaaS platform integrates and automates infrastructure monitoring, application performance monitoring and log management to provide unified, real-time observability of our customers' entire technology stack. Datadog is used by organizations of all sizes and across a wide range of industries to enable digital transformation and cloud migration, drive collaboration among development, operations and business teams, accelerate time to market for applications, reduce time to problem resolution, understand user behavior and track key business metrics.

Software applications are transforming how organizations engage with customers and operate their businesses. Companies across all industries are re-platforming their businesses to cloud infrastructures to enable this digital transformation. Historically, engineering teams have been siloed, making the development of next generation applications on dynamic cloud environments challenging. We started Datadog to break this model and facilitate collaboration among development and operations teams, enabling the adoption of DevOps practices. Since then we have continuously pushed to unify separate tools into an integrated monitoring and analytics platform, readily available to everyone who cares about applications and their impact on business.

From our founding goal of breaking down silos between Dev and Ops, we set out in 2010 to build a real-time data integration platform to turn chaos from disparate sources into digestible and actionable insights. In 2012, we launched our first use case with infrastructure monitoring, purpose-built to handle increasingly ephemeral cloud-native architectures. This enabled us to be deployed on our customers' entire cloud IT environments and gave our product broad usage across Dev, Ops and business teams, in turn allowing us to address a bigger set of challenges through our platform. In 2017 we launched our APM product, designed to be broadly deployed in very distributed, micro-services architectures. In 2018, we were the first to combine the "three pillars of observability" with the introduction of our log management product. To allow for full-stack observability, in 2019, we launched user experience monitoring and announced network performance monitoring. Today, we offer end-to-end monitoring and analytics, powered by a common data model that is extensible for potential new use cases.

Our proprietary platform combines the power of metrics, traces and logs to provide a unified view of infrastructure and application performance and the real-time events impacting this performance. Datadog is designed to be cloud agnostic and easy to deploy, with hundreds of out-of-the-box integrations, a built-in understanding of modern technology stacks and endless customizability. Customers can deploy our platform across their entire infrastructure, making it ubiquitous and a daily part of the lives of developers, operations engineers and business leaders.

We employ a land-and-expand business model centered around offering products that are easy to adopt and have a very short time to value. Our customers can expand their footprint with us on a self-service basis. Our

customers often significantly increase their usage of the products they initially buy from us and expand their usage to other products we offer on our platform. We grow with our customers as they expand their workloads in the public and private cloud. Our ability to expand within our customer base is best demonstrated by our dollar-based net retention rate. As of June 30, 2018 and 2019, our dollar-based net retention rate was 146%, and as of December 31, 2017 and 2018, it was 141% and 151%, respectively. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Our Performance" for additional information regarding our dollar-based net retention rate.

We have a highly efficient go-to-market model, which consists of a self-service tier, a high velocity inside sales team, and an enterprise sales force. As of June 30, 2019, we had approximately 8,800 customers, increasing from approximately 7,700, 5,400 and 3,800 customers as of December 31, 2018, 2017 and 2016, respectively. Approximately 590 of our customers as of June 30, 2019 had annual run-rate revenue, or ARR, of $100,000 or more, increasing from approximately 450, 240 and 130 customers as of December 31, 2018, 2017 and 2016, respectively, accounting for approximately 72%, 68%, 60% and 48% of our ARR, respectively. Further, as of June 30, 2019, we had 42 customers with ARR of $1.0 million or more, up from 29, 12 and two customers as of December 31, 2018, 2017 and 2016, respectively. As of June 30, 2019, our 10 largest customers represented approximately 14% of our ARR and no single customer represented more than 5% of our ARR. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Our Performance" for additional information regarding ARR.

Our business has experienced rapid growth and is capital efficient. Since inception, we have raised $92.0 million of capital, net of share repurchases, and we had $63.6 million of cash, cash equivalents and restricted cash as of June 30, 2019. We generated revenue of $100.8 million and $198.1 million in 2017 and 2018, respectively, representing year-over-year growth of 97%. Our revenue was $85.4 million in the six months ended June 30, 2018 compared to $153.3 million in the six months ended June 30, 2019, representing period-over-period growth of 79%. Substantially all of our revenue is subscription software sales. Our net (loss) income was $(2.6) million, $(10.8) million, $0.5 million and $(13.4) million for the years ended December 31, 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. We generated operating cash flow of $13.8 million, $10.8 million, $10.6 million and $3.0 million in 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. Our free cash flow was $6.0 million, $(5.0) million, $1.5 million and $(6.4) million in 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Free Cash Flow" for additional information.

Industry Background

Monitoring software is at the foundation of an organization's IT stack. Without monitoring, organizations are blind to factors that impact performance, reliability, scalability and availability of systems in which they have invested large amounts of resources. Once installed, monitoring becomes integral to an organization's performance and deeply embedded into business and operational workflows. There are a number of important industry trends that are transforming the way organizations use, deploy and manage software applications and their underlying technology infrastructure. These trends are creating a significant opportunity to displace existing monitoring solutions and reshape the corresponding product categories, and include:

- ***Organizations must digitally transform their businesses to compete***. Today, software applications are a critical driver of business performance and software developers are becoming increasingly influential. This rise in influence is directly correlated to the increased amounts of resources organizations are dedicating to building differentiated mission-critical software. Companies across all industries are heavily investing to digitally transform their businesses and enhance the experience of their customers. At the same time, companies are significantly growing their investments to monitor

this digital transformation. According to Gartner, enterprises will quadruple their use of APM due to increasingly digitalized business processes from 2018 through 2021 to reach 20% of all business applications.

- ***We are in the early days of seismic shift to the cloud***. There is a seismic shift from static on-premise IT architectures to distributed, dynamic multi-cloud and hybrid cloud architectures with ephemeral technologies such as containers, microservices and serverless architectures becoming increasingly common. According to Gartner, as the cloud becomes increasingly mainstream from 2018 to 2022, it will influence greater portions of enterprise IT decisions, with more than $1 trillion in enterprise IT spend at stake in 2019. As companies migrate to the cloud and their underlying infrastructure changes, so does the monitoring of this infrastructure. We are still in the early days of this massive transformation. According to Gartner, only 5% of applications were monitored as of 2018.
- ***Modern technologies create significant challenges for IT***. Technologies such as containers, microservices and serverless computing create IT environments that are highly ephemeral in nature compared to static legacy on-premise environments. The number of SaaS platforms and open source tools available to IT organizations has exploded. The scale of computing resources required in the cloud has increased exponentially and is often called upon in quick, sometimes unpredictable, bursts of expanded computing capacity. The rate of change of application development in the cloud has increased dramatically. These challenges have made it extremely difficult to gain visibility and insight into application and infrastructure performance and legacy monitoring tools have struggled to adapt.
- ***Collaboration of development and operations teams is critically important***. DevOps is a practice and culture characterized by developers and IT operations teams working together collaboratively, each with ownership of the entire product development cycle. DevOps is essential to achieving the agility and speed required for developing and maintaining modern applications. In the static, on-premise world, developers and IT operations personnel functioned independently with separate goals, priorities and tools. In the cloud age, where the frequency of software updates is days or minutes, this communication and coordination between development and operations teams is essential to ensuring rapid execution and optimizing business performance.

Our Opportunity

Our platform provides comprehensive visibility and insights into IT infrastructure, application performance and the real time events impacting this performance. Our platform is employed across public cloud, private cloud, on-premise and multi-cloud hybrid environments. We believe that our platform currently addresses a significant portion of the IT Operations Management market. According to Gartner, the IT Operations Management market represents a $37 billion opportunity in 2023. We believe a large portion of this spend is for legacy on-premise and private cloud environments, but does not fully include the opportunity in modern multi-cloud and hybrid cloud environments. Our platform is designed to address both legacy and modern environments.

We estimate our current market opportunity to be approximately $35 billion. We calculate this figure using the total number of global companies with 200 or more employees, which we determined by referencing independent industry data from the S&P Capital IQ database. We then segment these companies into two cohorts based on the number of employees: companies that have between 200 and 999 employees and companies that have 1,000 or more employees. We then multiply the number of companies in each cohort by the average ARR per customer for each of our platform products. Our average ARR per customer is defined as the ARR in each platform product, for customers in the corresponding cohort of employee count, divided by the total number of customers in the corresponding platform product and cohort of employee count, as of June 30, 2019.

We believe that we are currently underpenetrated in our existing customer base. We expect our estimated market opportunity will continue to expand as customers deploy our solution across a larger portion of their IT environments and adopt a greater number of our platform products.

Our Solution and Key Strengths

Datadog was founded on the premise that the old model of siloed developers and IT operations engineers is broken, and that legacy tools used for monitoring static on-premise architectures do not work in modern cloud or hybrid environments. Datadog's cloud native platform enables development and operations teams to collaborate, quickly build and improve applications, and drive business performance. Empowered by our out-of-the box functionality and simple, self-service installation, our customers are able to rapidly deploy our platform to provide application- and infrastructure-wide visibility, often within minutes.

- ***Built for dynamic cloud infrastructures***. Our innovative platform was born in the cloud and was built to work with ephemeral cloud technologies such as microservices, containers and serverless computing. Our data model was built to work at cloud scale with highly dynamic data sets and can process more than 10 trillion events a day.
- ***Simple but not simplistic***. Our platform is easy-to-use with out-of-the-box integrations, customizable drag and drop dashboards, real-time visualization and prioritized alerting. The platform is deployed in a self-service installation process within minutes, allowing new users to quickly derive value without any specialized training or heavy implementation or customization. It is highly extensible across a wide array of use cases to a broad set of developers, operations engineers and business users. As a result, our platform is integral to business operations and used every day, and our users find increasing value in the solution over time.
- ***Integrated data platform***. We were the first to combine the "three pillars of observability" - metrics, traces, and logs - with the introduction of our log management solution in 2018. Today, our platform combines infrastructure monitoring, application performance monitoring, log management, user experience monitoring, and network performance monitoring in one integrated data platform. This approach increases efficiency by reducing both the expense and friction of attempting to glean insights from disparate systems. We are able to provide a unified view across the IT stack, including infrastructure and application performance, as well as the real-time events impacting performance. Each of our products is integrated and taken together provide the ability to view metrics, traces and logs side-by-side and perform correlation analysis.
- ***Built for collaboration***. Our platform was built to break down the silos between developers and operations teams in order to help organizations adopt DevOps practices and improve overall business performance. We provide development and operations teams with a common set of tools to develop a joint understanding of application performance and shared insights into the infrastructure supporting the applications. Additionally, our customizable and interactive dashboards can be shared with business teams to provide them with real-time actionable insights.
- ***Cloud agnostic***. Our platform is designed to be deployable across all environments, including public cloud, private cloud, on-premise and multi-cloud hybrid environments, allowing organizations to diversify their infrastructure and reduce single vendor dependence.
- ***Ubiquitous***. Datadog is frequently deployed across a customer's entire infrastructure, making it ubiquitous. Compared to legacy systems that are often used only by a few users in an organization's IT operations team, Datadog is a daily part of the lives of developers, operations engineers and business leaders. For example, a leading communications software technology provider has almost 800 Datadog users, about half of the company's total employee count and greater than the total number of the company's engineers. Further, a Fortune 500 financial services firm has over 3,000 Datadog users.
- ***Integrates with our customers' complex environments***. We enable development and operations teams to harness the full spectrum of SaaS and open source tools. We have over 350 out-of-the-box integrations with technologies to provide significant value to our customers without the need for

professional services. Our integrations provide for comprehensive data point aggregation and consistent, up-to-date, high-quality customer experiences across heterogeneous IT environments as they are fully maintained by Datadog.

- ***Powered by robust analytics and machine learning***. Our platform ingests massive amounts of data into our unified data warehouse. We develop actionable insights using our advanced analytics capabilities. Our platform features machine learning that can cross-correlate metrics, traces and logs to identify outliers and notify users of potential anomalies before they impact the business.
- ***Scalable***. Our SaaS platform is highly scalable and is delivered through the cloud. Our platform is massively scalable, currently monitoring more than 10 trillion events a day and millions of servers and containers at any point in time. We offer secure, easily accessible data retention at full granularity for extensive periods of time, which can provide customers with a complete view of their historical data.

Key Benefits to Our Customers

Our platform provides the following key benefits to our customers:

- ***Accelerate digital transformation***. We enable customers to take full advantage of the cloud to develop and maintain mission-critical applications with agility and with confidence in the face of increasing business and time pressure and complexity of underlying infrastructure. As a result, our platform helps accelerate innovation cycles, deliver exceptional digital experiences and optimize business performance.
- ***Reduce time to problem detection and resolution***. Using infrastructure, application performance monitoring, or APM, and log data in our unified platform, our customers are able to quickly isolate the root cause of application issues in one place where they otherwise would be required to spend hours trying to investigate using multiple tools. Additionally, our machine learning algorithms are trained on the enormous amount of data that our customers send us to detect anomalies and predict failures in customer systems in real-time, something that is impossible to do manually. The reduction in mean time to detection, or MTTD, and mean time to resolution, or MTTR, helps our customers avoid lost revenues and enhance customer experience.
- ***Improve agility of development, operations and business teams***. We eliminate the historical silos of development and operations teams and provide a platform that enables efficient and agile development through the adoption of DevOps. Our platform enables development and operations teams to collaborate closely with a shared understanding of data and analytics. This helps them develop a joint understanding of application performance and shared insights into the infrastructure supporting the applications. Additionally, for businesses, our customizable and easy-to-understand dashboards can be shared with business teams to provide them with real-time actionable insights into business performance.
- ***Enable operational efficiency***. Our solution is easy to install, which eliminates the need for heavy implementation costs and professional services. We have over 350 out-of-the-box integrations with key technologies, from which our customers can derive significant value, avoiding internal development costs and professional services required to create those integrations. Our customer-centric pricing model is tailored to customers' desired usage needs. For example, our log management solution has differentiated pricing for logs indexed versus logs ingested. Our platform empowers customers to better understand the operational needs of their applications and IT environments, enabling greater efficiency in resource allocation and spend on cloud infrastructure.

Our customers span a variety of industries and their deployments of our platform include a variety of use cases. Customer success stories include:

- A large financial services institution consolidated numerous monitoring tools into a single platform, reducing operational complexity and overhead and offering executives a single source of truth about the health of their business and IT environment.
- A Fortune 100 pharmaceutical company monitors across public cloud, containerized and on-premise environments, helping eliminate engineers' alert fatigue from disparate tools, reducing mean time to resolution and improving compliance with service-level agreements.
- A global shipping and logistics company accelerates the delivery and development of applications, providing them the ability to drive efficiencies in their supply chain, such as fuel cost planning and tracking of shipments.
- A large retailer and e-commerce company avoids website outages that cause lost revenue and enables flexible capacity planning to scale-up infrastructure during peak customer demand.
- A large hospitality company improves development and operations teams collaboration and reduces mean time to resolution by visualizing service inter-dependencies, to ultimately improve customer satisfaction.

Our Growth Strategies

We intend to pursue the following growth strategies:

- ***Expand our customer base by acquiring new customers***. Our market penetration is low. We believe there is a substantial opportunity to continue to grow our customer base. We intend to drive new customer additions by expanding our sales and marketing efforts in the markets we serve.
- ***Expand within our existing customer base through broader deployments, new use cases and new product adoption***. Our base of approximately 8,800 customers represents a significant opportunity for further sales expansion. For example, for the six months ended June 30, 2019, over 35% of new ARR came from our newer platform products, APM and logs, up from over 10% in the same period a year earlier. We plan to continue to increase sales within our existing customer base through increased usage of our platform and the cross selling of additional products.
- ***Expand our technology leadership through continued investment and new products***. Our goal is to expand our platform over time beyond our current three pillars of observability. We intend to invest in expanding the functionality of our current platform and adding capabilities that address new market opportunities. We have a history of continued innovation. For example, in 2017 we launched APM, in 2018 we launched log management, and in 2019 we launched user experience monitoring as well as announced network performance monitoring. This innovation strategy will provide new avenues for growth and allow us to continue to deliver differentiated outcomes to our customers. We have also selectively pursued acquisitions and strategic investments in businesses and technologies to drive product and market expansion and will continue to evaluate strategic acquisitions and investments on a case-by-case basis.
- ***Expand our customer base internationally***. We believe there is a significant opportunity to expand usage of our platform outside of the United States, as international markets have increased the shift of their IT spend to the cloud. We have made significant investments in expanding our presence in EMEA and APAC. As of December 31, 2018, approximately 24% of our ARR came from customers outside of North America. We intend to add international sales team members to take advantage of this market opportunity while refining our go-to-market approach based on local market dynamics.

Risk Factors Summary

Investing in our Class A common stock involves substantial risk. The risks described in the section titled "Risk Factors" immediately following this summary may cause us to not realize the full benefits of our strengths or may cause us to be unable to successfully execute all or part of our strategy. Some of the more significant challenges include, but are not limited to, the following:

- Our recent rapid growth may not be indicative of our future growth. Our rapid growth also makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.
- We have a history of operating losses and may not achieve or sustain profitability in the future.
- We have a limited operating history, which makes it difficult to forecast our future results of operations.
- Our business depends on our existing customers purchasing additional subscriptions and products from us and renewing their subscriptions. Any decline in our customer expansions and renewals would harm our future operating results.
- If we are unable to attract new customers, our business, financial condition and results of operations may be adversely affected.
- Failure to effectively develop and expand our sales and marketing capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our products.
- If we or our third-party service providers experience a security breach or unauthorized parties otherwise obtain access to our customers' data, our data or our platform, our solution may be perceived as not being secure, our reputation may be harmed, demand for our platform and products may be reduced, and we may incur significant liabilities.
- Interruptions or performance problems associated with our products and platform capabilities may adversely affect our business, financial condition and results of operations.
- If we fail to adapt and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, or to changing customer needs, requirements or preferences, our platform and products may become less competitive.
- The markets in which we participate are competitive, and if we do not compete effectively, our business, financial condition and results of operations could be harmed.
- We may not be able to successfully manage our growth, and if we are not able to grow efficiently, our business, financial condition and results of operations could be harmed.
- The dual class structure of our common stock will have the effect of concentrating voting control with our executive officers, directors and their affiliates, which will limit your ability to influence the outcome of important transactions.

Corporate Information

We were incorporated in Delaware in June 2010. Our principal executive offices are located at 620 8th Avenue, 45th Floor, New York, New York 10018, and our telephone number is (866) 329-4466. Our website address is www.datadog.com. Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus, and you should not consider information on our website to be part of this prospectus.

The Datadog logo, “Datadog” and our other registered and common law trade names, trademarks and service marks are the property of Datadog, Inc. or our subsidiaries. Other trade names, trademarks and service marks used in this prospectus are the property of their respective owners.

Implications of Being an Emerging Growth Company

We are an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. We may take advantage of certain exemptions from various public company reporting requirements, including not being required to have our internal control over financial reporting audited by our independent registered public accounting firm under Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and any golden parachute payments. We may take advantage of these exemptions for up to five years or until we are no longer an emerging growth company, whichever is earlier. In addition, the JOBS Act provides that an “emerging growth company” can delay adopting new or revised accounting standards until those standards apply to private companies. We have elected to use the extended transition period under the JOBS Act. Accordingly, our financial statements may not be comparable to the financial statements of public companies that comply with such new or revised accounting standards.

THE OFFERING	
Class A common stock offered by us	shares
Class A common stock to be outstanding after this offering	shares
Class B common stock to be outstanding after this offering	shares
Total Class A common stock and Class B common stock to be outstanding after this offering	shares
Option to purchase additional shares of Class A common stock offered by us	shares
Use of proceeds	We estimate that our net proceeds from the sale of our Class A common stock that we are offering will be approximately $ million (or approximately $ million if the underwriters' option to purchase additional shares of our Class A common stock from us is exercised in full), assuming an initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses. The principal purposes of this offering are to increase our capitalization and financial flexibility, and create a public market for our Class A common stock. As of the date of this prospectus, we cannot specify with certainty all of the particular uses for the net proceeds to us from this offering. However, we currently intend to use the net proceeds we receive from this offering for general corporate purposes, including working capital, operating expenses and capital expenditures. We may also use a portion of the net proceeds to acquire complementary businesses, products, services or technologies. However, we do not have agreements or commitments to enter into any acquisitions at this time. See the section titled "Use of Proceeds" for additional information.
Voting rights	We will have two classes of common stock: Class A common stock and Class B common stock. Class A common stock is entitled to one vote per share and Class B common stock is entitled to votes per share. Holders of Class A common stock and Class B common stock will generally vote together as a single class, unless otherwise required by law or our amended and restated certificate of incorporation that will be in effect immediately prior to the completion of this offering. The holders of our outstanding Class B common stock will hold

	approximately % of the voting power of our outstanding shares following this offering and will have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of our directors and the approval of any change in control transaction. See the sections titled "Principal Stockholders" and "Description of Capital Stock" for additional information.
Concentration of ownership	Once this offering is completed, the holders of our outstanding Class B common stock will beneficially own approximately % of our outstanding shares and control approximately % of the voting power of our outstanding shares and our executive officers, directors and stockholders holding more than 5% of our outstanding shares, together with their affiliates, will beneficially own, in the aggregate, approximately % of our outstanding shares and control approximately % of the voting power of our outstanding shares.
Proposed Nasdaq Global Select Market trading symbol	"DDOG"

The number of shares of Class A common stock and Class B common stock that will be outstanding after this offering is based on no shares of Class A common stock and 88,611,555 shares of Class B common stock outstanding as of June 30, 2019, and excludes:

- 11,539,501 shares of Class B common stock issuable on the exercise of stock options outstanding as of June 30, 2019 under our 2012 Equity Incentive Plan, or 2012 Plan, with a weighted-average exercise price of $4.58 per share;
- shares of Class A common stock reserved for future issuance under our 2019 Equity Incentive Plan, or 2019 Plan, as well as any future increases, including annual automatic evergreen increases, in the number of shares of Class A common stock reserved for issuance under our 2019 Plan; and
- shares of Class A common stock reserved for issuance under our 2019 Employee Stock Purchase Plan, or ESPP, as well as any future increases, including annual automatic evergreen increases, in the number of shares of Class A common stock reserved for future issuance under our ESPP.

In addition, unless we specifically state otherwise, the information in this prospectus assumes:

- a 1-for- stock split of our common stock to be effected prior to the completion of this offering;
- a 4-for-1 stock split of our common stock effected on January 2, 2018;
- the filing of our amended and restated certificate of incorporation and the effectiveness of our amended and restated bylaws, each of which will occur immediately prior to the completion of this offering;
- the reclassification of our outstanding common stock into an equal number of shares of our Class B common stock and the authorization of our Class A common stock, which will occur immediately prior to the completion of this offering;
- the automatic conversion of all outstanding shares of convertible preferred stock into an aggregate of 59,670,477 shares of Class B common stock, which will occur immediately prior to the completion of this offering;

- no exercise of the underwriters' option to purchase up to an additional shares of Class A common stock from us in this offering; and
- no exercise of the outstanding stock options described above.

SUMMARY CONSOLIDATED FINANCIAL DATA

The summary consolidated statement of operations data for the years ended December 31, 2017 and 2018 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary consolidated statements of operations data for the six months ended June 30, 2018 and 2019 and the summary consolidated balance sheet data as of June 30, 2019 have been derived from our unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. The unaudited condensed consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements, and in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to present fairly our financial position and results of operations. You should read the consolidated financial data set forth below in conjunction with our consolidated financial statements and the accompanying notes and the information in "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained elsewhere in this prospectus. Our historical and interim results are not necessarily indicative of the results to be expected for the full year or any other period in the future.

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands, except share and per share data)			
Consolidated Statements of Operations Data:				
Revenue	$ 100,761	$ 198,077	$ 85,393	$ 153,272
Cost of revenue(1)(2)	23,414	46,529	18,592	39,928
Gross profit	77,347	151,548	66,801	113,344
Operating expenses:				
Research and development(1)	24,734	55,176	23,297	46,847
Sales and marketing(1)	44,213	88,849	34,617	66,225
General and administrative(1)	11,356	18,556	8,611	13,928
Total operating expenses(3)	80,303	162,581	66,525	127,000
Operating (loss) income	(2,956)	(11,033)	276	(13,656)
Other income, net	843	793	301	556
(Loss) income before income taxes	(2,113)	(10,240)	577	(13,100)
Provision for income taxes	(457)	(522)	(79)	(340)
Net (loss) income	$ (2,570)	$ (10,762)	$ 498	$ (13,440)
Net (loss) income per share attributable to common stockholders, basic and diluted(4)	$ (0.13)	$ (0.46)	$ —	$ (0.51)
Weighted-average shares used to compute net (loss) income per share attributable to common stockholders, basic(4)	20,440	23,650	22,619	26,522
Weighted-average shares used to compute net (loss) income per share attributable to common stockholders, diluted(4)	20,440	23,650	27,176	26,522
Pro forma net loss per share attributable to common stockholders, basic and diluted(4)		$		$
Weighted-average shares used to compute pro forma net loss per share attributable to common stockholders, basic and diluted(4)				

(1) Includes stock-based compensation expense as follows:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Cost of revenue	$ 112	$ 287	$ 108	$ 211
Research and development	1,160	1,641	544	1,775
Sales and marketing	977	1,910	719	1,736
General and administrative	819	1,406	372	1,617
Total stock-based compensation expense	$ 3,068	$ 5,244	$ 1,743	$ 5,339

(2) Includes amortization of acquired intangibles expense as follows:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Cost of revenue	$ 484	$ 511	$ 220	$ 352

(3) Includes a $2.3 million, $0.4 million and $2.3 million benefit within Research and development, Sales and marketing and General and Administrative expenses, respectively, related to the release of a non-income tax liability for the six months ended June 30, 2019. See Note 7 to our consolidated financial statements included elsewhere in this prospectus for further discussion.

(4) See Note 12 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the calculations of our basic and diluted earnings per share attributable to common stockholders, pro forma earnings per share attributable to common stockholders and the weighted-average number of shares used in the computation of the per share amounts.

	As of June 30, 2019		
	Actual	Pro Forma(1)	Pro Forma As Adjusted(2)(3)
	(in thousands)		
Consolidated Balance Sheet Data:			
Cash and cash equivalents	$ 52,286	$	$
Total assets	261,759		
Working capital(4)	(10,764)		
Convertible preferred stock	140,752		
Total stockholders' deficit	(79,223)		

(1) The pro forma consolidated balance sheet data gives effect to (a) the reclassification of our outstanding common stock into Class B common stock, (b) the automatic conversion of all of our outstanding shares of convertible preferred stock into 59,670,477 shares of Class B common stock, and (c) the filing and effectiveness of our amended and restated certificate of incorporation, each of which will occur immediately prior to the completion of this offering.

(2) The pro forma as adjusted consolidated balance sheet data reflects (a) the items described in footnote (1) above and (b) our receipt of estimated net proceeds from the sale of shares of Class A common stock that we are offering at an assumed initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses.

(3) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, would increase (decrease) each of cash, total assets, working capital and total stockholders' (deficit) equity by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of Class A common stock offered by us would increase (decrease) each of cash, total assets, working capital and total stockholders' (deficit) equity by $ million, assuming the assumed initial public offering price of $ per share of Class A common stock remains the same, and after deducting the estimated underwriting discounts and commissions.

(4) Working capital is defined as current assets less current liabilities.

RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. You should consider and read carefully all of the risks and uncertainties described below, as well as other information included in this prospectus, including our consolidated financial statements and related notes appearing elsewhere in this prospectus, before making an investment decision. The risks described below are not the only ones we face. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition or results of operations. In such case, the trading price of our Class A common stock could decline, and you may lose some or all of your original investment.

Risks Related to Our Business and Industry

Our recent rapid growth may not be indicative of our future growth. Our rapid growth also makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.

Our revenue was $100.8 million, $198.1 million, $85.4 million and $153.3 million for the years ended December 31, 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. You should not rely on the revenue growth of any prior quarterly or annual period as an indication of our future performance. Even if our revenue continues to increase, we expect that our revenue growth rate will decline in the future as a result of a variety of factors, including the maturation of our business. Overall growth of our revenue depends on a number of factors, including our ability to:

- price our products effectively so that we are able to attract new customers and expand sales to our existing customers;
- expand the functionality and use cases for the products we offer on our platform;
- maintain and expand the rates at which customers purchase and renew subscriptions to our platform;
- provide our customers with support that meets their needs;
- continue to introduce our products to new markets outside of the United States;
- successfully identify and acquire or invest in businesses, products or technologies that we believe could complement or expand our platform; and
- increase awareness of our brand on a global basis and successfully compete with other companies.

We may not successfully accomplish any of these objectives, and as a result, it is difficult for us to forecast our future results of operations. If the assumptions that we use to plan our business are incorrect or change in reaction to changes in our market, or if we are unable to maintain consistent revenue or revenue growth, our stock price could be volatile, and it may be difficult to achieve and maintain profitability. You should not rely on our revenue for any prior quarterly or annual periods as any indication of our future revenue or revenue growth.

In addition, we expect to continue to expend substantial financial and other resources on:

- our technology infrastructure, including systems architecture, scalability, availability, performance and security;
- our sales and marketing organization to engage our existing and prospective customers, increase brand awareness and drive adoption of our products;
- product development, including investments in our product development team and the development of new products and new functionality for our platform as well as investments in further optimizing our existing products and infrastructure;
- acquisitions or strategic investments;

- international expansion; and
- general administration, including increased legal and accounting expenses associated with being a public company.

These investments may not result in increased revenue growth in our business. If we are unable to maintain or increase our revenue at a rate sufficient to offset the expected increase in our costs, our business, financial position, and results of operations will be harmed, and we may not be able to achieve or maintain profitability over the long term. Additionally, we may encounter unforeseen operating expenses, difficulties, complications, delays, and other unknown factors that may result in losses in future periods. If our revenue growth does not meet our expectations in future periods, our business, financial position and results of operations may be harmed, and we may not achieve or maintain profitability in the future.

We have a history of operating losses and may not achieve or sustain profitability in the future.

We have experienced net losses in each period since inception. We generated net (loss) income of $(2.6) million, $(10.8) million, $0.5 million and $(13.4) million for the years ended December 31, 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. As of June 30, 2019, we had an accumulated deficit of $120.3 million. While we have experienced significant revenue growth in recent periods, we are not certain whether or when we will obtain a high enough volume of sales to sustain or increase our growth or achieve or maintain profitability in the future. We also expect our costs and expenses to increase in future periods, which could negatively affect our future results of operations if our revenue does not increase. In particular, we intend to continue to expend significant funds to further develop our platform, including by introducing new products and functionality, and to expand our inside and field sales teams and customer success team to drive new customer adoption, expand use cases and integrations, and support international expansion. We will also face increased compliance costs associated with growth, the expansion of our customer base, and being a public company. Our efforts to grow our business may be costlier than we expect, or the rate of our growth in revenue may be slower than we expect, and we may not be able to increase our revenue enough to offset our increased operating expenses. We may incur significant losses in the future for a number of reasons, including the other risks described herein, and unforeseen expenses, difficulties, complications or delays, and other unknown events. If we are unable to achieve and sustain profitability, the value of our business and Class A common stock may significantly decrease.

We have a limited operating history, which makes it difficult to forecast our future results of operations.

We were founded in June 2010. As a result of our limited operating history, our ability to accurately forecast our future results of operations is limited and subject to a number of uncertainties, including our ability to plan for and model future growth. Our historical revenue growth should not be considered indicative of our future performance. Further, in future periods, our revenue growth could slow or our revenue could decline for a number of reasons, including slowing demand for our products, increasing competition, changes to technology, a decrease in the growth of our overall market, or our failure, for any reason, to continue to take advantage of growth opportunities. We have also encountered, and will continue to encounter, risks and uncertainties frequently experienced by growing companies in rapidly changing industries, such as the risks and uncertainties described in this prospectus. If our assumptions regarding these risks and uncertainties and our future revenue growth are incorrect or change, or if we do not address these risks successfully, our operating and financial results could differ materially from our expectations, and our business could suffer.

Our business depends on our existing customers purchasing additional subscriptions and products from us and renewing their subscriptions. Any decline in our dollar-based net retention rate would harm our future operating results.

Our future success depends in part on our ability to sell additional subscriptions and products to our existing customers, and our customers renewing their subscriptions when the contract term expires. The terms of our

subscription agreements are primarily monthly or annual, with some quarterly, semi-annual and multi-year. Our customers have no obligation to renew their subscriptions for our products after the expiration of their subscription period. In order for us to maintain or improve our results of operations, it is important that our customers renew or expand their subscriptions with us. We cannot accurately predict our dollar-based net retention rate given the diversity of our customer base, in terms of size, industry and geography. Our dollar-based net retention rate may decline or fluctuate as a result of a number of factors, including business strength or weakness of our customers, customer usage, customer satisfaction with our products and platform capabilities and customer support, our prices, the capabilities and prices of competing products, mergers and acquisitions affecting our customer base, consolidation of affiliates' multiple paid business accounts into a single paid business account, the effects of global economic conditions, or reductions in our customers' spending on IT solutions or their spending levels generally. These factors may also be exacerbated if, consistent with our growth strategy, our customer base continues to grow to encompass larger enterprises, which may also require more sophisticated and costly sales efforts. If our customers do not purchase additional subscriptions and products from us or our customers fail to renew their subscriptions, our revenue may decline and our business, financial condition and results of operations may be harmed.

If we are unable to attract new customers, our business, financial condition and results of operations will be adversely affected.

To increase our revenue, we must continue to attract new customers. Our success will depend to a substantial extent on the widespread adoption of our platform and products as an alternative to existing solutions. Many enterprises have invested substantial personnel and financial resources to integrate traditional on-premise architectures into their businesses and, therefore, may be reluctant or unwilling to migrate to cloud computing. Further, the adoption of SaaS business software may be slower in industries with heightened data security interests or business practices requiring highly-customizable application software. In addition, as our market matures, our products evolve, and competitors introduce lower cost or differentiated products that are perceived to compete with our platform and products, our ability to sell subscriptions for our products could be impaired. Similarly, our subscription sales could be adversely affected if customers or users within these organizations perceive that features incorporated into competitive products reduce the need for our products or if they prefer to purchase other products that are bundled with solutions offered by other companies that operate in adjacent markets and compete with our products. As a result of these and other factors, we may be unable to attract new customers, which may have an adverse effect on our business, financial condition and results of operations.

Failure to effectively develop and expand our sales and marketing capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our products.

Our ability to increase our customer base and achieve broader market acceptance of our products and platform capabilities will depend to a significant extent on our ability to expand our sales and marketing organization. We plan to continue expanding our direct sales force, both domestically and internationally. We also plan to dedicate significant resources to sales and marketing programs. All of these efforts will require us to invest significant financial and other resources, including in channels in which we have limited or no experience to date. Our business and results of operations will be harmed if our sales and marketing efforts do not generate significant increases in revenue or increases in revenue that are smaller than anticipated. We may not achieve anticipated revenue growth from expanding our sales force if we are unable to hire, develop, integrate and retain talented and effective sales personnel, if our new and existing sales personnel, on the whole, are unable to achieve desired productivity levels in a reasonable period of time, or if our sales and marketing programs are not effective.

If we or our third-party service providers experience a security breach or unauthorized parties otherwise obtain access to our customers' data, our data or our platform, our solution may be perceived as not being secure, our reputation may be harmed, demand for our platform and products may be reduced, and we may incur significant liabilities.

Our platform and products involve the storage and transmission of data, including personally identifiable information, and security breaches or unauthorized access to our platform and products could result in the loss of our or our customers' data, litigation, indemnity obligations, fines, penalties, disputes, investigations and other liabilities. We have previously and may in the future become the target of cyber-attacks by third parties seeking unauthorized access to our or our customers' data or to disrupt our ability to provide our services. For example, in July 2016 an unidentified third party gained unauthorized access to, and exfiltrated data from, certain of our infrastructure resources, including a database that stored our customers' credentials for our platform and for third-party integrations. Some of the customer credentials accessed and exfiltrated included confidential and personal information. As a precautionary measure, we reset customer passwords and instructed customers to revoke credentials that had been shared with us. While we have taken steps to protect the confidential and personal information that we have access to, our security measures or those of our third-party service providers that store or otherwise process certain of our and our customers' data on our behalf could be breached or we could suffer a loss of our or our customers' data. Our ability to monitor our third-party service providers' data security is limited. Cyber-attacks, computer malware, viruses, social engineering (including spear phishing and ransomware attacks), and general hacking have become more prevalent in our industry, particularly against cloud services. In addition, we do not directly control content that our customers store in our products. If our customers use our products for the transmission or storage of personally identifiable information and our security measures are or are believed to have been breached as a result of third-party action, employee error, malfeasance or otherwise, our reputation could be damaged, our business may suffer, and we could incur significant liability. In addition, our remediation efforts may not be successful.

We also process, store and transmit our own data as part of our business and operations. This data may include personally identifiable, confidential or proprietary information. There can be no assurance that any security measures that we or our third-party service providers have implemented will be effective against current or future security threats. While we have developed systems and processes to protect the integrity, confidentiality and security of our and our customers' data, our security measures or those of our third-party service providers could fail and result in unauthorized access to or disclosure, modification, misuse, loss or destruction of such data.

Because there are many different security breach techniques and such techniques continue to evolve, we may be unable to anticipate attempted security breaches, react in a timely manner or implement adequate preventative measures. Third parties may also conduct attacks designed to temporarily deny customers access to our cloud services. Any security breach or other security incident, or the perception that one has occurred, could result in a loss of customer confidence in the security of our platform and damage to our brand, reduce the demand for our products, disrupt normal business operations, require us to spend material resources to investigate or correct the breach and to prevent future security breaches and incidents, expose us to legal liabilities, including litigation, regulatory enforcement, and indemnity obligations, and adversely affect our business, financial condition and results of operations. These risks are likely to increase as we continue to grow and process, store, and transmit increasingly large amounts of data.

We use third-party technology and systems in a variety of contexts, including, without limitation, encryption and authentication technology, employee email, content delivery to customers, back-office support, credit card processing and other functions. Although we have developed systems and processes that are designed to protect customer data and prevent data loss and other security breaches, including systems and processes designed to reduce the impact of a security breach at a third-party service provider, such measures cannot provide absolute security.

Additionally, we cannot be certain that our insurance coverage will be adequate for data security liabilities actually incurred, will cover any indemnification claims against us relating to any incident, will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could adversely affect our reputation, business, financial condition and results of operations.

Interruptions or performance problems associated with our products and platform capabilities may adversely affect our business, financial condition and results of operations.

Our continued growth depends in part on the ability of our existing and potential customers to access our products and platform capabilities at any time and within an acceptable amount of time. We have experienced, and may in the future experience, disruptions, outages, and other performance problems due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors, capacity constraints due to an overwhelming number of users accessing our products and platform capabilities simultaneously, denial of service attacks, or other security-related incidents.

It may become increasingly difficult to maintain and improve our performance, especially during peak usage times and as our products and platform capabilities become more complex and our user traffic increases. If our products and platform capabilities are unavailable or if our users are unable to access our products and platform capabilities within a reasonable amount of time or at all, we may experience a loss of customers, lost or delayed market acceptance of our platform and products, delays in payment to us by customers, injury to our reputation and brand, legal claims against us, and the diversion of our resources. In addition, to the extent that we do not effectively address capacity constraints, upgrade our systems as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business, financial condition and results of operations may be adversely affected.

If we fail to adapt and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, or to changing customer needs, requirements or preferences, our platform and products may become less competitive.

Our ability to attract new users and customers and increase revenue from existing customers depends in large part on our ability to enhance and improve our existing products, increase adoption and usage of our products, and introduce new products and capabilities. The market in which we compete is relatively new and subject to rapid technological change, evolving industry standards, and changing regulations, as well as changing customer needs, requirements and preferences. The success of our business will depend, in part, on our ability to adapt and respond effectively to these changes on a timely basis. If we were unable to enhance our products and platform capabilities that keep pace with rapid technological and regulatory change, or if new technologies emerge that are able to deliver competitive products at lower prices, more efficiently, more conveniently, or more securely than our products, our business, financial condition and results of operations could be adversely affected.

The success of our platform depends, in part, on its ability to be deployed in a self-service installation process. We currently offer more than 350 out-of-the-box integrations to assist customers in deploying Datadog, and we need to continuously modify and enhance our products to adapt to changes and innovation in existing and new technologies to maintain and grow our integrations. We expect that the number of integrations we will need to support will continue to expand as developers adopt new software platforms, and we will have to develop new versions of our products to work with those new platforms. This development effort may require significant engineering, sales and marketing resources, all of which would adversely affect our business. Any failure of our products to operate effectively with future infrastructure platforms and technologies could reduce the demand for our products. If we are unable to respond to these changes in a cost-effective manner, our products may become less marketable and less competitive or obsolete, and our business, financial condition and results of operations could be adversely affected.

The markets in which we participate are competitive, and if we do not compete effectively, our business, financial condition and results of operations could be harmed.

Our unified platform combines functionality from numerous traditional product categories, and hence we compete in each of these categories with home-grown and open-source technologies, as well as a number of different vendors. With respect to on-premise infrastructure monitoring, we compete with diversified technology companies and systems management vendors including IBM, Microsoft Corporation, Micro Focus International plc, BMC Software, Inc. and Computer Associates International, Inc. With respect to APM, we compete with Cisco Systems, Inc., New Relic, Inc. and Dynatrace Software Inc. With respect to log management, we compete with Splunk Inc. and Elastic N.V. With respect to cloud monitoring, we compete with native solutions from cloud providers such as Amazon.com, Inc. (Amazon Web Services, or AWS), Alphabet Inc. (Google Cloud Platform, or GCP) and Microsoft Corporation (Microsoft Azure). In addition, we may increasingly choose to allow these third-party hosting providers to offer our solutions directly through their customer marketplaces. An increasing number of sales through cloud provider marketplaces could reduce both the number of customers with whom we have direct commercial relationships as well as our profit margins on sales made through such marketplaces.

With the introduction of new technologies and market entrants, we expect that the competitive environment will remain intense going forward. Some of our actual and potential competitors have been acquired by other larger enterprises and have made or may make acquisitions or may enter into partnerships or other strategic relationships that may provide more comprehensive offerings than they individually had offered or achieve greater economies of scale than us. In addition, new entrants not currently considered to be competitors may enter the market through acquisitions, partnerships or strategic relationships. As we look to market and sell our products and platform capabilities to potential customers with existing internal solutions, we must convince their internal stakeholders that our products and platform capabilities are superior to their current solutions.

We compete on the basis of a number of factors, including:

- ability to provide unified, real-time observability of IT environments;
- ability to operate in dynamic and elastic environments;
- extensibility across the enterprise, including development, operations and business users;
- propensity to enable collaboration between development, operations and business users;
- ability to monitor any combination of public clouds, private clouds, on-premise and multi-cloud hybrids;
- ability to provide advanced analytics and machine learning;
- ease of deployment, implementation and use;
- breadth of offering and key technology integrations;
- performance, security, scalability and reliability;
- quality of service and customer satisfaction;
- total cost of ownership; and
- brand recognition and reputation.

Our competitors vary in size and in the breadth and scope of the products offered. Many of our competitors and potential competitors have greater name recognition, longer operating histories, more established customer relationships and installed customer bases, larger marketing budgets and greater resources than we do. Further, other potential competitors not currently offering competitive solutions may expand their product or service offerings to compete with our products and platform capabilities, or our current and potential competitors may

establish cooperative relationships among themselves or with third parties that may further enhance their resources and product offerings in our addressable market. Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, and customer requirements. An existing competitor or new entrant could introduce new technology that reduces demand for our products and platform capabilities. In addition to product and technology competition, we face pricing competition. Some of our competitors offer their solutions at a lower price, which has resulted in, and may continue to result in, pricing pressures.

For all of these reasons, we may not be able to compete successfully against our current or future competitors, and this competition could result in the failure of our platform to continue to achieve or maintain market acceptance, any of which would harm our business, results of operations, and financial condition.

We may not be able to successfully manage our growth, and if we are not able to grow efficiently, our business, financial condition and results of operations could be harmed.

As usage of our platform capabilities grow, we will need to devote additional resources to improving and maintaining our infrastructure and integrating with third-party applications. In addition, we will need to appropriately scale our internal business systems and our services organization, including customer support and professional services, to serve our growing customer base. Any failure of or delay in these efforts could result in impaired system performance and reduced customer satisfaction, resulting in decreased sales to new customers, lower dollar-based net retention rates, the issuance of service credits or requested refunds, which would hurt our revenue growth and our reputation. Further, any failure in optimizing our spend on third-party cloud services as we scale could negatively impact our gross margins. Even if we are successful in our expansion efforts, they will be expensive and complex, and require the dedication of significant management time and attention. We could also face inefficiencies or service disruptions as a result of our efforts to scale our internal infrastructure. We cannot be sure that the expansion of and improvements to our internal infrastructure will be effectively implemented on a timely basis, if at all, and such failures could harm our business, financial condition and results of operations.

We rely upon third-party providers of cloud-based infrastructure to host our products. Any disruption in the operations of these third-party providers, limitations on capacity or interference with our use could adversely affect our business, financial condition and results of operations.

We outsource substantially all of the infrastructure relating to our cloud solution to third-party hosting services. Customers of our cloud-based products need to be able to access our platform at any time, without interruption or degradation of performance, and we provide them with service-level commitments with respect to uptime. Our cloud-based products depend on protecting the virtual cloud infrastructure hosted by third-party hosting services by maintaining its configuration, architecture, features and interconnection specifications, as well as the information stored in these virtual data centers, which is transmitted by third-party internet service providers. Any limitation on the capacity of our third-party hosting services could impede our ability to onboard new customers or expand the usage of our existing customers, which could adversely affect our business, financial condition and results of operations. In addition, any incident affecting our third-party hosting services' infrastructure that may be caused by cyber-attacks, natural disasters, fire, flood, severe storm, earthquake, power loss, telecommunications failures, terrorist or other attacks, and other similar events beyond our control could negatively affect our cloud-based products. A prolonged service disruption affecting our cloud-based solution for any of the foregoing reasons would negatively impact our ability to serve our customers and could damage our reputation with current and potential customers, expose us to liability, cause us to lose customers or otherwise harm our business. We may also incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage the third-party hosting services we use.

In the event that our service agreements with our third-party hosting services are terminated, or there is a lapse of service, elimination of services or features that we utilize, interruption of internet service provider

connectivity or damage to such facilities, we could experience interruptions in access to our platform as well as significant delays and additional expense in arranging or creating new facilities and services and/or re-architecting our cloud solution for deployment on a different cloud infrastructure service provider, which could adversely affect our business, financial condition and results of operations.

We offer free trials and a free tier of our platform to drive developer awareness of our products, and encourage usage and adoption. If these marketing strategies fail to lead to customers purchasing paid subscriptions, our ability to grow our revenue will be adversely affected.

To encourage awareness, usage, familiarity and adoption of our platform and products, we offer free trials and a free tier of our platform. These strategies may not be successful in leading customers to purchase our products. Many users of our free tier may not lead to others within their organization purchasing and deploying our platform and products. To the extent that users do not become, or we are unable to successfully attract paying customers, we will not realize the intended benefits of these marketing strategies and our ability to grow our revenue will be adversely affected.

We expect fluctuations in our financial results, making it difficult to project future results, and if we fail to meet the expectations of securities analysts or investors with respect to our results of operations, our stock price and the value of your investment could decline.

Our results of operations have fluctuated in the past and are expected to fluctuate in the future due to a variety of factors, many of which are outside of our control. As a result, our past results may not be indicative of our future performance. In addition to the other risks described herein, factors that may affect our results of operations include the following:

- fluctuations in demand for or pricing of our platform and products;
- fluctuations in usage of our platform and products;
- our ability to attract new customers;
- our ability to retain our existing customers;
- customer expansion rates and the pricing and quantity of subscriptions renewed;
- the pricing of subscriptions from customers in our cloud-provider marketplaces;
- timing and amount of our investments to expand the capacity of our third-party cloud infrastructure providers;
- seasonality driven by industry conferences;
- the investment in new products and features relative to investments in our existing infrastructure and products;
- the timing of our customer purchases;
- fluctuations or delays in purchasing decisions in anticipation of new products or enhancements by us or our competitors;
- changes in customers' budgets and in the timing of their budget cycles and purchasing decisions;
- our ability to control costs, including our operating expenses;
- the amount and timing of payment for operating expenses, particularly research and development and sales and marketing expenses, including commissions;
- the amount and timing of non-cash expenses, including stock-based compensation, goodwill impairments and other non-cash charges;

- the amount and timing of costs associated with recruiting, training and integrating new employees and retaining and motivating existing employees;
- the effects of acquisitions and their integration;
- general economic conditions, both domestically and internationally, as well as economic conditions specifically affecting industries in which our customers participate;
- the impact of new accounting pronouncements;
- changes in regulatory or legal environments that may cause us to incur, among other elements, expenses associated with compliance;
- changes in the competitive dynamics of our market, including consolidation among competitors or customers; and
- significant security breaches of, technical difficulties with, or interruptions to, the delivery and use of our products and platform capabilities.

Any of these and other factors, or the cumulative effect of some of these factors, may cause our results of operations to vary significantly. If our quarterly results of operations fall below the expectations of investors and securities analysts who follow our stock, the price of our Class A common stock could decline substantially, and we could face costly lawsuits, including securities class action suits.

Seasonality may cause fluctuations in our sales and results of operations.

Historically, we have experienced seasonality in new customer bookings, as we typically we enter into a higher percentage of subscription agreements with new customers and renewals with existing customers in the fourth quarter of the year. We believe that this results from the procurement, budgeting, and deployment cycles of many of our customers, particularly our enterprise customers. We expect that this seasonality will continue to affect our bookings and our results of operations in the future, and might become more pronounced as we continue to target larger enterprise customers.

Downturns or upturns in our sales may not be immediately reflected in our financial position and results of operations.

Because we recognize the majority of our revenue ratably over the term of the subscription agreement, any decreases in new subscriptions or renewals in any one period may not be immediately reflected as a decrease in revenue for that period, but could negatively affect our revenue in future quarters. This also makes it difficult for us to rapidly increase our revenue through the sale of additional subscriptions in any period, as revenue is recognized over the term of the subscription agreement. In addition, fluctuations in monthly subscriptions based on usage could affect our revenue on a period-over-period basis. If our quarterly results of operations fall below the expectations of investors and securities analysts who follow our stock, the price of our Class A common stock would decline substantially, and we could face costly lawsuits, including securities class actions.

We target enterprise customers, and sales to these customers involve risks that may not be present or that are present to a lesser extent with sales to smaller entities.

We have a field sales team that targets enterprise customers. As of June 30, 2019, we had approximately 590 customers with an ARR of $100,000 or more, and 42 customers with an ARR of $1.0 million or more. See the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for a description of ARR. Sales to large customers involve risks that may not be present or that are present to a lesser extent with sales to smaller entities, such as longer sales cycles, more complex customer requirements, substantial upfront sales costs, and less predictability in completing some of our sales. For example, enterprise customers may require considerable time to evaluate and test our solutions and those of our competitors prior to

making a purchase decision and placing an order. A number of factors influence the length and variability of our sales cycle, including the need to educate potential customers about the uses and benefits of our solutions, the discretionary nature of purchasing and budget cycles, and the competitive nature of evaluation and purchasing approval processes. As a result, the length of our sales cycle, from identification of the opportunity to deal closure, may vary significantly from customer to customer, with sales to large enterprises typically taking longer to complete. Moreover, large enterprise customers often begin to deploy our products on a limited basis, but nevertheless demand configuration, integration services and pricing negotiations, which increase our upfront investment in the sales effort with no guarantee that these customers will deploy our products widely enough across their organization to justify our substantial upfront investment.

If we fail to retain and motivate members of our management team or other key employees, or fail to attract additional qualified personnel to support our operations, our business and future growth prospects would be harmed.

Our success and future growth depend largely upon the continued services of our executive officers, particularly Olivier Pomel, our co-founder and Chief Executive Officer, Alexis Lê-Quôc, our co-founder, President and Chief Technology Officer, and David Obstler, our Chief Financial Officer, as well as our other key employees in the areas of research and development and sales and marketing functions. From time to time, there may be changes in our executive management team or other key employees resulting from the hiring or departure of these personnel. Our executive officers and other key employees are employed on an at-will basis, which means that these personnel could terminate their employment with us at any time. The loss of one or more of our executive officers, or the failure by our executive team to effectively work with our employees and lead our company, could harm our business. We also are dependent on the continued service of our existing software engineers because of the complexity of our products and platform capabilities.

In addition, to execute our growth plan, we must attract and retain highly qualified personnel. Competition for these personnel is intense, especially for engineers experienced in designing and developing SaaS applications and experienced sales professionals. If we are unable to attract such personnel in cities where we are located, we may need to hire in other locations which may add to the complexity and costs of our business operations. From time to time, we have experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications. Many of the companies with which we compete for experienced personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees or we have breached their legal obligations, resulting in a diversion of our time and resources. In addition, prospective and existing employees often consider the value of the equity awards they receive in connection with their employment. If the perceived value of our equity awards declines, experiences significant volatility, or increases such that prospective employees believe there is limited upside to the value of our equity awards, it may adversely affect our ability to recruit and retain key employees. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business and future growth prospects would be harmed.

If we fail to maintain and enhance our brand, our ability to expand our customer base will be impaired and our business, financial condition and results of operations may suffer.

We believe that maintaining and enhancing the Datadog brand is important to support the marketing and sale of our existing and future products to new customers and expand sales of our platform and products to existing customers. We also believe that the importance of brand recognition will increase as competition in our market increases. Successfully maintaining and enhancing our brand will depend largely on the effectiveness of our marketing efforts, our ability to provide reliable products that continue to meet the needs of our customers at competitive prices, our ability to maintain our customers' trust, our ability to continue to develop new functionality and use cases, and our ability to successfully differentiate our products and platform capabilities from competitive products. Our brand promotion activities may not generate customer awareness or yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incur in building

our brand. If we fail to successfully promote and maintain our brand, our business, financial condition and results of operations may suffer.

If we cannot maintain our company culture as we grow, our success and our business and competitive position may be harmed.

We believe our culture has been a key contributor to our success to date and that the critical nature of the platform that we provide promotes a sense of greater purpose and fulfillment in our employees. Any failure to preserve our culture could negatively affect our ability to retain and recruit personnel, which is critical to our growth, and to effectively focus on and pursue our corporate objectives. As we grow and develop the infrastructure of a public company, we may find it difficult to maintain these important aspects of our culture. If we fail to maintain our company culture, our business and competitive position may be harmed.

The market for our solutions may develop more slowly or differently than we expect.

It is difficult to predict customer adoption rates and demand for our products, the entry of competitive products or the future growth rate and size of the cloud-based software and SaaS business software markets. The expansion of these markets depends on a number of factors, including: the cost, performance, and perceived value associated with cloud-based and SaaS business software as an alternative to legacy systems, as well as the ability of cloud-based software and SaaS providers to address heightened data security and privacy concerns. If we have a security incident or other cloud-based software and SaaS providers experience security incidents, loss of customer data, disruptions in delivery or other similar problems, which is an increasing focus of the public and investors in recent years, the market for these applications as a whole, including our platform and products, may be negatively affected. If cloud-based and SaaS business software does not continue to achieve market acceptance, or there is a reduction in demand caused by a lack of customer acceptance, technological challenges, weakening economic conditions, data security or privacy concerns, governmental regulation, competing technologies and products, or decreases in information technology spending or otherwise, the market for our platform and products might not continue to develop or might develop more slowly than we expect, which would adversely affect our business, financial condition and results of operations.

The estimates of market opportunity and forecasts of market growth included in this prospectus may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

The estimates of market opportunity and forecasts of market growth included in this prospectus may prove to be inaccurate. Market opportunity estimates and growth forecasts included in this prospectus, including those we have generated ourselves, are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate, including the risks described herein. Even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

The variables that go into the calculation of our market opportunity are subject to change over time, and there is no guarantee that any particular number or percentage of addressable users or companies covered by our market opportunity estimates will purchase our products at all or generate any particular level of revenue for us. Any expansion in our market depends on a number of factors, including the cost, performance, and perceived value associated with our platform and those of our competitors. Even if the market in which we compete meets the size estimates and growth forecasted in this prospectus, our business could fail to grow at similar rates, if at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the forecasts of market growth included in this prospectus should not be taken as indicative of our future growth.

We typically provide service-level commitments under our subscription agreements. If we fail to meet these contractual commitments, we could be obligated to provide credits for future service or face subscription termination with refunds of prepaid amounts, which would lower our revenue and harm our business, financial condition and results of operations.

Our subscription agreements typically contain service-level commitments. If we are unable to meet the stated service-level commitments, including failure to meet the uptime and response time requirements under our customer subscription agreements, we may be contractually obligated to provide these customers with service credits which could significantly affect our revenue in the periods in which the failure occurs and the credits are applied. We could also face subscription terminations and a reduction in renewals, which could significantly affect both our current and future revenue. Any service-level failures could also damage our reputation, which could also adversely affect our business, financial condition and results of operations.

Indemnity provisions in various agreements to which we are party potentially expose us to substantial liability for infringement, misappropriation or other violation of intellectual property rights, data protection and other losses.

Our agreements with our customers and other third parties may include indemnification provisions under which we agree to indemnify or otherwise be liable to them for losses suffered or incurred as a result of claims of infringement, misappropriation or other violation of intellectual property rights, data protection, damages caused by us to property or persons, or other liabilities relating to or arising from our software, services, platform, our acts or omissions under such agreements or other contractual obligations. Some of these indemnity agreements provide for uncapped liability and some indemnity provisions survive termination or expiration of the applicable agreement. Large indemnity payments could harm our business, financial condition and results of operations. Although we attempt to contractually limit our liability with respect to such indemnity obligations, we are not always successful and may still incur substantial liability related to them, and we may be required to cease use of certain functions of our platform or products as a result of any such claims. Any dispute with a customer or other third party with respect to such obligations could have adverse effects on our relationship with such customer or other third party and other existing or prospective customers, reduce demand for our products and services and adversely affect our business, financial conditions and results of operations. In addition, although we carry general liability insurance, our insurance may not be adequate to indemnify us for all liability that may be imposed or otherwise protect us from liabilities or damages with respect to claims alleging compromises of customer data, and any such coverage may not continue to be available to us on acceptable terms or at all.

If we fail to offer high-quality support, our reputation could suffer.

Our customers rely on our customer support personnel to resolve issues and realize the full benefits that our platform provides. High-quality support is also important for the renewal and expansion of our subscriptions with existing customers. The importance of our support function will increase as we expand our business and pursue new customers. If we do not help our customers quickly resolve issues and provide effective ongoing support, our ability to maintain and expand our subscriptions to existing and new customers could suffer, and our reputation with existing or potential customers could suffer.

Acquisitions, strategic investments, partnerships, or alliances could be difficult to identify, pose integration challenges, divert the attention of management, disrupt our business, dilute stockholder value, and adversely affect our business, financial condition and results of operations.

We have in the past and may in the future seek to acquire or invest in businesses, joint ventures, products and platform capabilities, or technologies that we believe could complement or expand our services and platform capabilities, enhance our technical capabilities, or otherwise offer growth opportunities. Further, our anticipated proceeds from this offering increase the likelihood that we will devote resources to exploring larger and more complex acquisitions and investments than we have previously attempted. Any such acquisition or investment

may divert the attention of management and cause us to incur various expenses in identifying, investigating and pursuing suitable opportunities, whether or not the transactions are completed, and may result in unforeseen operating difficulties and expenditures. In particular, we may encounter difficulties assimilating or integrating the businesses, technologies, products and platform capabilities, personnel or operations of any acquired companies, particularly if the key personnel of an acquired company choose not to work for us, their software is not easily adapted to work with our platform, or we have difficulty retaining the customers of any acquired business due to changes in ownership, management or otherwise. These transactions may also disrupt our business, divert our resources, and require significant management attention that would otherwise be available for development of our existing business. Any such transactions that we are able to complete may not result in any synergies or other benefits we had expected to achieve, which could result in impairment charges that could be substantial. In addition, we may not be able to find and identify desirable acquisition targets or business opportunities or be successful in entering into an agreement with any particular strategic partner. These transactions could also result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our results of operations. In addition, if the resulting business from such a transaction fails to meet our expectations, our business, financial condition and results of operations may be adversely affected or we may be exposed to unknown risks or liabilities.

We are subject to stringent and changing privacy laws, regulations and standards, information security policies and contractual obligations related to data privacy and security. Our actual or perceived failure to comply with such obligations could harm our business.

We have legal and contractual obligations regarding the protection of confidentiality and appropriate use of personally identifiable information. We are subject to a variety of federal, state, local and international laws, directives and regulations relating to the collection, use, retention, security, disclosure, transfer and other processing of personally identifiable information. The regulatory framework for privacy and security issues worldwide is rapidly evolving and as a result implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future. We publicly post documentation regarding our practices concerning the collection, processing, use and disclosure of data. Although we endeavor to comply with our published policies and documentation, we may at times fail to do so or be alleged to have failed to do so. The publication of our privacy policy and other documentation that provide promises and assurances about privacy and security can subject us to potential state and federal action if they are found to be deceptive, unfair, or misrepresentative of our actual practices. Any failure by us, our suppliers or other parties with whom we do business to comply with this documentation or with federal, state, local or international regulations could result in proceedings against us by governmental entities or others. In many jurisdictions, enforcement actions and consequences for noncompliance are rising. In the United States, these include enforcement actions in response to rules and regulations promulgated under the authority of federal agencies and state attorneys general and legislatures and consumer protection agencies. In addition, privacy advocates and industry groups have regularly proposed, and may propose in the future, self-regulatory standards with which we must legally comply or that contractually apply to us. If we fail to follow these security standards even if no customer information is compromised, we may incur significant fines or experience a significant increase in costs.

Internationally, virtually every jurisdiction in which we operate has established its own data security and privacy legal framework with which we or our customers must comply, including but not limited to the European Union, or EU. The EU's data protection landscape is currently unstable, resulting in possible significant operational costs for internal compliance and risk to our business. The EU has adopted the General Data Protection Regulation, or GDPR, which went into effect in May 2018 and contains numerous requirements and changes from previously existing EU law, including more robust obligations on data processors and heavier documentation requirements for data protection compliance programs by companies. Among other requirements, the GDPR regulates transfers of personal data subject to the GDPR to third countries that have not been found to provide adequate protection to such personal data, including the United States. While we have taken steps to mitigate the impact on us with respect to transfers of data, such as implementing standard contractual clauses and self-certifying under the EU-US Privacy Shield, the efficacy and longevity of these transfer mechanisms remains

uncertain. The GDPR also introduced numerous privacy-related changes for companies operating in the EU, including greater control for data subjects (including, for example, the "right to be forgotten"), increased data portability for EU consumers, data breach notification requirements and increased fines. In particular, under the GDPR, fines of up to 20 million euros or up to 4% of the annual global revenue of the noncompliant company, whichever is greater, could be imposed for violations of certain of the GDPR's requirements. Such penalties are in addition to any civil litigation claims by customers and data subjects. The GDPR requirements apply not only to third-party transactions, but also to transfers of information between us and our subsidiaries, including employee information.

In addition to the GDPR, the European Commission has another draft regulation in the approval process that focuses on a person's right to conduct a private life (in contrast to the GDPR, which focuses on protection of personal data). The proposed legislation, known as the Regulation on Privacy and Electronic Communications, or ePrivacy Regulation, would replace the current ePrivacy Directive. Originally planned to be adopted and implemented at the same time as the GDPR, the ePrivacy Regulation will likely be enacted sometime in 2019. While the new legislation contains protections for those using communications services (for example, protections against online tracking technologies), the timing of its proposed enactment following the GDPR means that additional time and effort may need to be spent addressing differences between the ePrivacy Regulation and the GDPR. New rules related to the ePrivacy Regulation are likely to include enhanced consent requirements in order to use communications content and communications metadata, which may negatively impact our platform and products and our relationships with our customers.

Complying with the GDPR and the ePrivacy Regulation, when it becomes effective, may cause us to incur substantial operational costs or require us to change our business practices. Despite our efforts to bring practices into compliance before the effective date of the GDPR and ePrivacy Regulation, we may not be successful in our efforts to achieve compliance either due to internal or external factors such as resource allocation limitations or a lack of vendor cooperation. Non-compliance could result in proceedings against us by governmental entities, customers, data subjects or others. We may also experience difficulty retaining or obtaining new European or multi-national customers due to the legal requirements, compliance cost, potential risk exposure, and uncertainty for these entities, and we may experience significantly increased liability with respect to these customers pursuant to the terms set forth in our engagements with them. While we utilize a data center in the European Economic Area to maintain certain customer data (which may include personal data) originating from the EU in the European Economic Area, we may find it necessary to establish additional systems and processes to maintain such data in the European Economic Area, which may involve substantial expense and distraction from other aspects of our business.

Domestic laws in this area are also complex and developing rapidly. Many state legislatures have adopted legislation that regulates how businesses operate online, including measures relating to privacy, data security and data breaches. Laws in all 50 states require businesses to provide notice to customers whose personally identifiable information has been disclosed as a result of a data breach. The laws are not consistent, and compliance in the event of a widespread data breach is costly. States are also constantly amending existing laws, requiring attention to frequently changing regulatory requirements. Further, California recently enacted the California Consumer Privacy Act, or CCPA, which is expected to take effect on January 1, 2020. The CCPA gives California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. The CCPA may increase our compliance costs and potential liability. Some observers have noted that the CCPA could mark the beginning of a trend toward more stringent privacy legislation in the United States, which could increase our potential liability and adversely affect our business.

Because the interpretation and application of many privacy and data protection laws along with contractually imposed industry standards are uncertain, it is possible that these laws may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our

products and platform capabilities. If so, in addition to the possibility of fines, lawsuits, regulatory investigations, imprisonment of company officials and public censure, other claims and penalties, significant costs for remediation and damage to our reputation, we could be required to fundamentally change our business activities and practices or modify our products and platform capabilities, any of which could have an adverse effect on our business. Any inability to adequately address privacy and security concerns, even if unfounded, or comply with applicable privacy and data security laws, regulations, and policies, could result in additional cost and liability to us, damage our reputation, inhibit sales and adversely affect our business. Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to the businesses of our customers may limit the use and adoption of, and reduce the overall demand for, our products. Privacy and data security concerns, whether valid or not valid, may inhibit market adoption of our products, particularly in certain industries and foreign countries. If we are not able to adjust to changing laws, regulations, and standards related to the internet, our business may be harmed.

We are subject to anti-corruption, anti-bribery, anti-money laundering, and similar laws, and non-compliance with such laws can subject us to criminal or civil liability and harm our business, financial condition and results of operations.

We are subject to the U.S. Foreign Corrupt Practices Act, or FCPA, U.S. domestic bribery laws, the UK Bribery Act, and other anti-corruption and anti-money laundering laws in the countries in which we conduct activities. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and are interpreted broadly to generally prohibit companies, their employees and their third-party intermediaries from authorizing, offering, or providing, directly or indirectly, improper payments or benefits to recipients in the public or private sector. As we increase our international sales and business and sales to the public sector, we may engage with business partners and third-party intermediaries to market our products and to obtain necessary permits, licenses, and other regulatory approvals. In addition, we or our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We can be held liable for the corrupt or other illegal activities of these third-party intermediaries, our employees, representatives, contractors, partners and agents, even if we do not explicitly authorize such activities.

While we have policies and procedures to address compliance with such laws, we cannot assure you that all of our employees and agents will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible. As we increase our international sales and business, our risks under these laws may increase.

Detecting, investigating, and resolving actual or alleged violations of anti-corruption laws can require a significant diversion of time, resources, and attention from senior management. In addition, noncompliance with anti-corruption, anti-bribery, or anti-money laundering laws could subject us to whistleblower complaints, investigations, sanctions, settlements, prosecution, enforcement actions, fines, damages, other civil or criminal penalties or injunctions, suspension or debarment from contracting with certain persons, reputational harm, adverse media coverage, and other collateral consequences. If any subpoenas or investigations are launched, or governmental or other sanctions are imposed, or if we do not prevail in any possible civil or criminal proceeding, our business, financial condition and results of operations could be harmed. In addition, responding to any action will likely result in a materially significant diversion of management’s attention and resources and significant defense costs and other professional fees.

Sales to government entities and highly regulated organizations are subject to a number of challenges and risks.

We may sell to U.S. federal, state, and local, as well as foreign, governmental agency customers, as well as to customers in highly regulated industries such as financial services, telecommunications and healthcare. Sales to such entities are subject to a number of challenges and risks. Selling to such entities can be highly competitive,

expensive, and time-consuming, often requiring significant upfront time and expense without any assurance that these efforts will generate a sale. Government contracting requirements may change and in doing so restrict our ability to sell into the government sector until we have attained the revised certification. Government demand and payment for our products are affected by public sector budgetary cycles and funding authorizations, with funding reductions or delays adversely affecting public sector demand for our products.

Further, governmental and highly regulated entities may demand contract terms that differ from our standard arrangements and are less favorable than terms agreed with private sector customers. Such entities may have statutory, contractual, or other legal rights to terminate contracts with us or our partners for convenience or for other reasons. Any such termination may adversely affect our ability to contract with other government customers as well as our reputation, business, financial condition and results of operations.

We are subject to governmental export and import controls that could impair our ability to compete in international markets or subject us to liability if we violate the controls.

Our platform and products are subject to U.S. export controls, including the Export Administration Regulations, and we incorporate encryption technology into certain of our products. These encryption products and the underlying technology may be exported outside of the United States only with the required export authorizations, including by license, a license exception, or other appropriate government authorizations, including the filing of an encryption classification request or self-classification report.

Furthermore, our activities are subject to U.S. economic sanctions laws and regulations administered by the Office of Foreign Assets Control that prohibit the shipment of most products and services to embargoed jurisdictions or sanctioned parties without the required export authorizations. Additionally, the Trump administration has been critical of existing trade agreements and may impose more stringent export controls. Obtaining the necessary export license or other authorization for a particular sale may be time-consuming and may result in the delay or loss of sales opportunities. Violations of U.S. sanctions or export control regulations can result in significant fines or penalties and possible incarceration for responsible employees and managers.

If our channel partners fail to obtain appropriate import, export, or re-export licenses or permits, we may also be adversely affected through reputational harm, as well as other negative consequences, including government investigations and penalties.

Also, various countries, in addition to the United States, regulate the import and export of certain encryption and other technology, including import and export licensing requirements, and have enacted laws that could limit our ability to distribute our products or could limit our end-customers' ability to implement our products in those countries. Changes in our products or future changes in export and import regulations may create delays in the introduction of our platform in international markets, prevent our end-customers with international operations from deploying our platform globally or, in some cases, prevent the export or import of our products to certain countries, governments, or persons altogether. From time to time, various governmental agencies have proposed additional regulation of encryption technology. Any change in export or import regulations, economic sanctions or related legislation, increased export and import controls, or change in the countries, governments, persons, or technologies targeted by such regulations, could result in decreased use of our platform by, or in our decreased ability to export or sell our products to, existing or potential end-customers with international operations. Any decreased use of our platform or limitation on our ability to export or sell our products would adversely affect our business, results of operations, and growth prospects.

Any failure to obtain, maintain, protect or enforce our intellectual property and proprietary rights could impair our ability to protect our proprietary technology and our brand.

Our success depends to a significant degree on our ability to obtain, maintain, protect and enforce our intellectual property rights, including our proprietary technology, know-how and our brand. We rely on a

combination of trademarks, trade secret laws, patents, copyrights, service marks, contractual restrictions, and other intellectual property laws and confidentiality procedures to establish and protect our proprietary rights. However, the steps we take to obtain, maintain, protect and enforce our intellectual property rights may be inadequate. We will not be able to protect our intellectual property rights if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property rights. If we fail to protect our intellectual property rights adequately, our competitors may gain access to our proprietary technology and develop and commercialize substantially identical products, services or technologies, our business, financial condition, results of operations or prospects may be harmed. In addition, defending our intellectual property rights might entail significant expense. Any patents, trademarks, or other intellectual property rights that we have or may obtain may be challenged or circumvented by others or invalidated or held unenforceable through administrative process, including re-examination, *inter partes* review, interference and derivation proceedings and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings) or litigation. Despite our pending U.S. patent applications, there can be no assurance that our patent applications will result in issued patents. Even if we continue to seek patent protection in the future, we may be unable to obtain or maintain patent protection for our technology. In addition, any patents issued from pending or future patent applications or licensed to us in the future may not provide us with competitive advantages, or may be successfully challenged by third parties. There may be issued patents of which we are not aware, held by third parties that, if found to be valid and enforceable, could be alleged to be infringed by our current or future technologies or products. There also may be pending patent applications of which we are not aware that may result in issued patents, which could be alleged to be infringed by our current or future technologies or products. Furthermore, legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy our products and platform capabilities and use information that we regard as proprietary to create products that compete with ours. Patent, trademark, copyright, and trade secret protection may not be available to us in every country in which our products are available. For example, as we have expanded internationally, we have been unable to register and obtain the right to use the Datadog trademark in certain jurisdictions, including in the EU, and as we continue to expand, we may face similar issues in other jurisdictions. The value of our intellectual property could diminish if others assert rights in or ownership of our trademarks and other intellectual property rights, or trademarks that are similar to our trademarks. We may be unable to successfully resolve these types of conflicts to our satisfaction. In some cases, litigation or other actions may be necessary to protect or enforce our trademarks and other intellectual property rights. Furthermore, third parties may assert intellectual property claims against us, and we may be subject to liability, required to enter into costly license agreements, or required to rebrand our products and/or prevented from selling some of our products if third parties successfully oppose or challenge our trademarks or successfully claim that we infringe, misappropriate or otherwise violate their trademarks or other intellectual property rights. In addition, the laws of some foreign countries may not be as protective of intellectual property rights as those in the United States, and mechanisms for enforcement of intellectual property rights may be inadequate. As we expand our international activities, our exposure to unauthorized copying and use of our products and platform capabilities and proprietary information will likely increase. Moreover, policing unauthorized use of our technologies, trade secrets, and intellectual property may be difficult, expensive, and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the United States and where mechanisms for enforcement of intellectual property rights may be weak. Accordingly, despite our efforts, we may be unable to prevent third parties from infringing upon, misappropriating or otherwise violating our intellectual property rights.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with other third parties, including suppliers and other partners. However, we cannot guarantee that we have entered into such agreements with each party that has or may have had access to our proprietary information, know-how and trade secrets. Moreover, no assurance can be given that these agreements will be effective in controlling access to, distribution, use, misuse, misappropriation, reverse engineering or disclosure of our proprietary information, know-how and trade secrets. Further, these agreements may not prevent our competitors from independently developing technologies that are substantially equivalent or

superior to our products and platform capabilities. These agreements may be breached, and we may not have adequate remedies for any such breach.

In order to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect our intellectual property rights. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Litigation brought to protect and enforce our intellectual property rights could be costly, time-consuming, and distracting to management, and could result in the impairment or loss of portions of our intellectual property. Further, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of our intellectual property rights, and if such defenses, counterclaims or countersuits are successful, we could lose valuable intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay further sales or the implementation of our products and platform capabilities, impair the functionality of our products and platform capabilities, delay introductions of new solutions, result in our substituting inferior or more costly technologies into our products, or injure our reputation.

We may become subject to intellectual property disputes, which are costly and may subject us to significant liability and increased costs of doing business.

We may become subject to intellectual property disputes. Our success depends, in part, on our ability to develop and commercialize our products and services without infringing, misappropriating or otherwise violating the intellectual property rights of third parties. However, we may not be aware that our products or services are infringing, misappropriating or otherwise violating third-party intellectual property rights and such third parties may bring claims alleging such infringement, misappropriation or violation. Lawsuits are time-consuming and expensive to resolve and they divert management's time and attention. The software industry is characterized by the existence of a large number of patents, copyrights, trademarks, trade secrets, and other intellectual and proprietary rights. Companies in the software industry are often required to defend against litigation claims based on allegations of infringement, misappropriation or other violations of intellectual property rights. Our technologies may not be able to withstand any third-party claims against their use. In addition, many companies have the capability to dedicate substantially greater resources to enforce their intellectual property rights and to defend claims that may be brought against them. We do not currently have a large patent portfolio, which could prevent us from deterring patent infringement claims through our own patent portfolio, and our competitors and others may now and in the future have significantly larger and more mature patent portfolios than we have. Any litigation may also involve patent holding companies or other adverse patent owners that have no relevant product revenue, and therefore, our patent applications may provide little or no deterrence as we would not be able to assert them against such entities or individuals. If a third party is able to obtain an injunction preventing us from accessing such third-party intellectual property rights, or if we cannot license or develop alternative technology for any infringing aspect of our business, we would be forced to limit or stop sales of our products and platform capabilities or cease business activities related to such intellectual property. Although we carry general liability insurance, our insurance may not cover potential claims of this type or may not be adequate to indemnify us for all liability that may be imposed. We cannot predict the outcome of lawsuits and cannot ensure that the results of any such actions will not have an adverse effect on our business, financial condition or results of operations. Any intellectual property litigation to which we might become a party, or for which we are required to provide indemnification, may require us to do one or more of the following:

- cease selling or using products or services that incorporate the intellectual property rights that we allegedly infringe, misappropriate or violate;
- make substantial payments for legal fees, settlement payments or other costs or damages;
- obtain a license, which may not be available on reasonable terms or at all, to sell or use the relevant technology; or
- redesign the allegedly infringing products to avoid infringement, misappropriation or violation, which could be costly, time-consuming or impossible.

Even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and harm our business and operating results. Moreover, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. We expect that the occurrence of infringement claims is likely to grow as the market for our platform and products grows. Accordingly, our exposure to damages resulting from infringement claims could increase and this could further exhaust our financial and management resources.

Any future litigation against us could be costly and time-consuming to defend.

We may become subject to legal proceedings and claims that arise in the ordinary course of business, such as claims brought by our customers in connection with commercial disputes or employment claims made by our current or former employees. Litigation might result in substantial costs and may divert management's attention and resources, which might seriously harm our business, financial condition and results of operations. Insurance might not cover such claims, might not provide sufficient payments to cover all the costs to resolve one or more such claims, and might not continue to be available on terms acceptable to us. A claim brought against us that is uninsured or underinsured could result in unanticipated costs, potentially harming our business, financial position and results of operations.

We use open source software in our products, which could negatively affect our ability to sell our services or subject us to litigation or other actions.

We use open source software in our products and we expect to continue to incorporate open source software in our services in the future. Few of the licenses applicable to open source software have been interpreted by courts, and there is a risk that these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our products. Moreover, we cannot ensure that we have not incorporated additional open source software in our software in a manner that is inconsistent with the terms of the applicable license or our current policies and procedures. If we fail to comply with these licenses, we may be subject to certain requirements, including requirements that we offer our solutions that incorporate the open source software for no cost, that we make available source code for modifications or derivative works we create based upon, incorporating or using the open source software and that we license such modifications or derivative works under the terms of applicable open source licenses. If an author or other third party that distributes such open source software were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from the sale of our products that contained the open source software and required to comply with onerous conditions or restrictions on these products, which could disrupt the distribution and sale of these products. From time to time, there have been claims challenging the ownership rights in open source software against companies that incorporate it into their products and the licensors of such open source software provide no warranties or indemnities with respect to such claims. As a result, we and our customers could be subject to lawsuits by parties claiming ownership of what we believe to be open source software. Litigation could be costly for us to defend, have a negative effect on our business, financial condition and results of operations, or require us to devote additional research and development resources to change our products. In addition, although we employ open source software license screening measures, if we were to combine our proprietary software products with open source software in a certain manner we could, under certain open source licenses, be required to release the source code of our proprietary software products. Some open source projects have known vulnerabilities and architectural instabilities and are provided on an "as-is" basis which, if not properly addressed, could negatively affect the performance of our product. If we inappropriately use or incorporate open source software subject to certain types of open source licenses that challenge the proprietary nature of our products, we may be required to re-engineer such products, discontinue the sale of such products or take other remedial actions.

Unfavorable conditions in our industry or the global economy, or reductions in information technology spending, could limit our ability to grow our business and negatively affect our results of operations.

Our results of operations may vary based on the impact of changes in our industry or the global economy on us or our customers and potential customers. Negative conditions in the general economy both in the United States and abroad, including conditions resulting from changes in gross domestic product growth, financial and credit market fluctuations, international trade relations, political turmoil, natural catastrophes, warfare and terrorist attacks on the United States, Europe, the Asia Pacific region, Japan or elsewhere, could cause a decrease in business investments, including spending on information technology, and negatively affect the growth of our business. Competitors, many of whom are larger and have greater financial resources than we do, may respond to challenging market conditions by lowering prices in an attempt to attract our customers. In addition, the increased pace of consolidation in certain industries may result in reduced overall spending on our products and solutions. We cannot predict the timing, strength, or duration of any economic slowdown, instability, or recovery, generally or within any particular industry.

Our current operations are international in scope, and we plan further geographic expansion, creating a variety of operational challenges.

A component of our growth strategy involves the further expansion of our operations and customer base internationally. Customers outside North America generated 24% of ARR as of December 31, 2018. Beyond North America, we now have sales presence internationally, including in Dublin, Paris, London, Singapore, Tokyo, Seoul and Sydney. We are continuing to adapt to and develop strategies to address international markets, but there is no guarantee that such efforts will have the desired effect. For example, we anticipate that we will need to establish relationships with new partners in order to expand into certain countries, and if we fail to identify, establish and maintain such relationships, we may be unable to execute on our expansion plans. As of June 30, 2019, approximately 31% of our full-time employees were located outside of the United States, 50% of whom were located in France. We expect that our international activities will continue to grow for the foreseeable future as we continue to pursue opportunities in existing and new international markets, which will require significant dedication of management attention and financial resources.

Our current and future international business and operations involve a variety of risks, including:

- slower than anticipated availability and adoption of cloud and hybrid IT infrastructures by international businesses;
- changes in a specific country's or region's political or economic conditions, including in the United Kingdom as a result of the United Kingdom exiting the European Union, or Brexit;
- the need to adapt and localize our products for specific countries;
- greater difficulty collecting accounts receivable and longer payment cycles;
- potential changes in trade relations, regulations, or laws;
- unexpected changes in laws, regulatory requirements, or tax laws;
- more stringent regulations relating to privacy and data security and the unauthorized use of, or access to, commercial and personal information, particularly in Europe;
- differing and potentially more onerous labor regulations, especially in Europe, where labor laws are generally more advantageous to employees as compared to the United States, including deemed hourly wage and overtime regulations in these locations;
- challenges inherent in efficiently managing, and the increased costs associated with, an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits, and compliance programs that are specific to each jurisdiction;

- potential changes in laws, regulations and costs affecting our U.K. operations and local employees due to Brexit;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems, and regulatory systems;
- increased travel, real estate, infrastructure, and legal compliance costs associated with international operations;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of entering into hedging transactions if we chose to do so in the future;
- limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- laws and business practices favoring local competitors or general market preferences for local vendors;
- limited or insufficient intellectual property protection or difficulties obtaining, maintaining, protecting or enforcing our intellectual property rights, including our trademarks and patents;
- political instability or terrorist activities;
- exposure to liabilities under anti-corruption and anti-money laundering laws, including the FCPA, U.S. bribery laws, the UK Bribery Act, and similar laws and regulations in other jurisdictions; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

If we invest substantial time and resources to further expand our international operations and are unable to do so successfully and in a timely manner, our business and results of operations will suffer.

Legal, political and economic uncertainty surrounding the planned exit of the United Kingdom from the EU may be a source of instability in international markets, create significant currency fluctuations, adversely affect our operations in the United Kingdom and pose additional risks to our business, financial condition and results of operations.

On March 29, 2017, the United Kingdom formally notified the European Council of its intention to leave the EU Pursuant to Article 50 of the Treaty on European Union. The United Kingdom will cease to be an EU Member State either on the effective date of a withdrawal agreement or, failing that, two years following such notification of its intention to leave the EU, or the Brexit Date, unless the European Council (together with the United Kingdom) unanimously decides to extend the two year period. It is unclear how long it will take to negotiate a withdrawal agreement, but it appears likely that Brexit will continue to involve a process of lengthy negotiations between the United Kingdom and EU member states to determine the future terms of the United Kingdom's relationship with the EU To date, no formal withdrawal arrangements have been agreed, and there have been several extensions to the Brexit Date. On April 11, 2019, the Brexit Date was further extended to October 31, 2019. The purpose of this extension is to allow for the ratification of a withdrawal agreement by the U.K. House of Commons. If the withdrawal agreement is ratified, the United Kingdom will leave the EU earlier than October 31, 2019.

Lack of clarity about future U.K. laws and regulations as the United Kingdom determines which EU rules and regulations to replace or replicate in the event of a withdrawal, including financial laws and regulations, tax and free trade agreements, intellectual property rights, supply chain logistics, environmental, health and safety laws and regulations, immigration laws and employment laws, could decrease foreign direct investment in the United Kingdom, increase costs, depress economic activity, and restrict access to capital. In addition, depending on the terms of the United Kingdom's withdrawal from the EU, the United Kingdom could lose the benefits of global trade agreements negotiated by the EU on behalf of its members. The long-term effects of Brexit will depend on any agreements (or lack thereof) between the United Kingdom and the EU and, in particular, any arrangements for the United Kingdom to retain access to EU markets either during a transitional period or more permanently.

Such a withdrawal from the EU is unprecedented, and it is unclear how the United Kingdom's access to the European single market for goods, capital, services and labor within the EU, or the European single market, and the wider commercial, legal and regulatory environment, will impact our U.K. operations, including our customers in the United Kingdom. We may also face new regulatory costs and challenges that could have an adverse effect on our operations. The announcement of Brexit has already created economic uncertainty, and its consequences could adversely impact our business, financial condition and results of operations.

We are exposed to fluctuations in currency exchange rates, which could negatively affect our results of operations.

Our sales contracts are denominated in U.S. dollars, and therefore, our revenue is not subject to foreign currency risk. However, a strengthening of the U.S. dollar could increase the real cost of our products and platform capabilities to our customers outside of the United States, which could adversely affect our results of operations. In addition, an increasing portion of our operating expenses are incurred outside the United States. These operating expenses are denominated in foreign currencies and are subject to fluctuations due to changes in foreign currency exchange rates. If we are not able to successfully hedge against the risks associated with currency fluctuations, our results of operations could be adversely affected.

Our international operations may subject us to potential adverse tax consequences.

We are expanding our international operations to better support our growth into international markets. Our corporate structure and associated transfer pricing policies contemplate future growth in international markets, and consider the functions, risks, and assets of the various entities involved in intercompany transactions. The amount of taxes we pay in different jurisdictions may depend on the application of the tax laws of the various jurisdictions, including the United States, to our international business activities, changes in tax rates, new or revised tax laws or interpretations of existing tax laws and policies, and our ability to operate our business in a manner consistent with our corporate structure and intercompany arrangements. The taxing authorities of the jurisdictions in which we operate may challenge our methodologies for pricing intercompany transactions pursuant to our intercompany arrangements or disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a challenge or disagreement were to occur, and our position was not sustained, we could be required to pay additional taxes, interest, and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations. Our financial statements could fail to reflect adequate reserves to cover such a contingency.

The Tax Cuts and Jobs Act, or the Tax Act, makes broad and complex changes to the U.S. tax code including, among other things, changes to U.S. federal tax rates, imposes additional limitations on the deductibility of interest, has both positive and negative changes to the utilization of future net operating loss, or NOL, carryforwards, allows for the expensing of certain capital expenditures, and puts into effect the migration from a "worldwide" system of taxation to a territorial system. We completed our accounting with respect to the Tax Act in 2018, and did not make any measurement-period adjustments.

We could be required to collect additional sales taxes or be subject to other tax liabilities that may increase the costs our clients would have to pay for our products and adversely affect our results of operations.

An increasing number of states have considered or adopted laws that attempt to impose tax collection obligations on out-of-state companies. Additionally, the Supreme Court of the United States recently ruled in *South Dakota v. Wayfair, Inc. et al*, or Wayfair, that online sellers can be required to collect sales and use tax despite not having a physical presence in the buyer's state. In response to Wayfair, or otherwise, states or local governments may adopt, or begin to enforce, laws requiring us to calculate, collect, and remit taxes on sales in their jurisdictions. A successful assertion by one or more states requiring us to collect taxes where we presently do not do so, or to collect more taxes in a jurisdiction in which we currently do collect some taxes, could result in substantial tax liabilities, including taxes on past sales, as well as penalties and interest. The imposition by state

governments or local governments of sales tax collection obligations on out-of-state sellers could also create additional administrative burdens for us, put us at a competitive disadvantage if they do not impose similar obligations on our competitors, and decrease our future sales, which could have a material adverse effect on our business and results of operations.

Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.

As of December 31, 2018, we had NOL carryforwards for federal and state income tax purposes of approximately $28.0 million and $24.2 million, respectively, which may be available to offset taxable income in the future, and which expire in various years beginning in 2031 for federal purposes and 2029 for state purposes if not utilized. A lack of future taxable income would adversely affect our ability to utilize these NOLs before they expire. In general, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, a corporation that undergoes an "ownership change" (as defined under Section 382 of the Code and applicable Treasury Regulations) is subject to limitations on its ability to utilize its pre-change NOLs to offset future taxable income. We may experience a future ownership change (including, potentially, in connection with this offering) under Section 382 of the Code that could affect our ability to utilize the NOLs to offset our income. Furthermore, our ability to utilize NOLs of companies that we have acquired or may acquire in the future may be subject to limitations. There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to reduce future income tax liabilities, including for state tax purposes. For these reasons, we may not be able to utilize a material portion of the NOLs reflected on our balance sheet, even if we attain profitability, which could potentially result in increased future tax liability to us and could adversely affect our operating results and financial condition.

Changes in our effective tax rate or tax liability may have an adverse effect on our results of operations.

Our effective tax rate could increase due to several factors, including:

- changes in the relative amounts of income before taxes in the various jurisdictions in which we operate that have differing statutory tax rates;
- changes in tax laws, tax treaties, and regulations or the interpretation of them, including the Tax Act;
- changes to our assessment about our ability to realize our deferred tax assets that are based on estimates of our future results, the prudence and feasibility of possible tax planning strategies, and the economic and political environments in which we do business;
- the outcome of current and future tax audits, examinations, or administrative appeals; and
- limitations or adverse findings regarding our ability to do business in some jurisdictions.

Any of these developments could adversely affect our results of operations.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.

U.S. generally accepted accounting principles, or GAAP, are subject to interpretation by the Financial Accounting Standards Board, or FASB, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported results of operations and could affect the reporting of transactions already completed before the announcement of a change.

If our estimates or judgments relating to our critical accounting policies prove to be incorrect, our results of operations could be adversely affected.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying

notes appearing elsewhere in this prospectus. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations- Critical Accounting Policies and Estimates." The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Significant estimates and judgments involve revenue recognition, deferred contract costs, and the valuation of our stock-based compensation awards, including the determination of fair value of our common stock, among others. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the market price of our Class A common stock.

We may require additional capital to support the growth of our business, and this capital might not be available on acceptable terms, if at all.

We have funded our operations since inception primarily through equity financings and sales of our products. We cannot be certain when or if our operations will generate sufficient cash to fully fund our ongoing operations or the growth of our business. We intend to continue to make investments to support our business, which may require us to engage in equity or debt financings to secure additional funds. Additional financing may not be available on terms favorable to us, if at all. If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could harm our business, operating results, and financial condition. If we incur additional debt, the debt holders would have rights senior to holders of common stock to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our common stock. Furthermore, if we issue additional equity securities, stockholders will experience dilution, and the new equity securities could have rights senior to those of our common stock. Because our decision to issue securities in the future will depend on numerous considerations, including factors beyond our control, we cannot predict or estimate the amount, timing, or nature of any future issuances of debt or equity securities. As a result, our stockholders bear the risk of future issuances of debt or equity securities reducing the value of our common stock and diluting their interests.

Risks Related to Ownership of Our Class A Common Stock

Our stock price may be volatile, and the value of our Class A common stock may decline.

The market price of our Class A common stock may be highly volatile and may fluctuate or decline substantially as a result of a variety of factors, some of which are beyond our control, including:

- actual or anticipated fluctuations in our financial condition or results of operations;
- variance in our financial performance from expectations of securities analysts;
- changes in the pricing of subscriptions to our products;
- changes in our projected operating and financial results;
- changes in laws or regulations applicable to our platform and products;
- announcements by us or our competitors of significant business developments, acquisitions, or new offerings;
- significant data breaches, disruptions to or other incidents involving our software;
- our involvement in litigation;
- future sales of our Class A common stock by us or our stockholders, as well as the anticipation of lock-up releases;
- changes in senior management or key personnel;

- the trading volume of our Class A common stock;
- changes in the anticipated future size and growth rate of our market; and
- general economic and market conditions.

Broad market and industry fluctuations, as well as general economic, political, regulatory, and market conditions, may also negatively impact the market price of our Class A common stock. In addition, technology stocks have historically experienced high levels of volatility. In the past, companies that have experienced volatility in the market price of their securities have been subject to securities class action litigation. We may be the target of this type of litigation in the future, which could result in substantial expenses and divert our management's attention.

The dual class structure of our common stock will have the effect of concentrating voting control with our executive officers, directors and their affiliates, which will limit your ability to influence the outcome of important transactions.

Our Class B common stock has votes per share and our Class A common stock, which is the stock we are offering in this offering, has one vote per share. Our existing stockholders, all of which hold shares of Class B common stock, will collectively beneficially own shares representing approximately % of the voting power of our outstanding capital stock following the completion of this offering. Our directors and executive officers and their affiliates will collectively beneficially own, in the aggregate, shares representing approximately % of the voting power of our outstanding capital stock immediately following the completion of this offering, based on the number of shares outstanding as of June 30, 2019. As a result, the holders of our Class B common stock will be able to exercise considerable influence over matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions, such as a merger or other sale of our company or our assets, even if their stock holdings represent less than 50% of the outstanding shares of our capital stock. This concentration of ownership will limit the ability of other stockholders to influence corporate matters and may cause us to make strategic decisions that could involve risks to you or that may not be aligned with your interests. This control may adversely affect the market price of our Class A common stock.

Further, future transfers by holders of our Class B common stock will generally result in those shares converting into shares of our Class A common stock, subject to limited exceptions, such as certain transfers effected for tax or estate planning purposes. The conversion of shares of our Class B common stock into shares of our Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term. For example, as of June 30, 2019, Olivier Pomel and Alexis Lê-Quôc represented approximately 23% of the voting power of our outstanding capital stock, and if they retain a significant portion of their holdings of our Class B common stock for an extended period of time, they could control a significant portion of the voting power of our capital stock for the foreseeable future. As board members, Messrs. Pomel and Lê-Quôc each owe a fiduciary duty to our stockholders and must act in good faith and in a manner they each reasonably believe to be in the best interests of our stockholders. As stockholders, Messrs. Pomel and Lê-Quôc are entitled to vote their shares in their own interests, which may not always be in the interests of our stockholders generally.

We cannot predict the impact our dual class structure may have on the market price of our Class A common stock.

We cannot predict whether our dual class structure, combined with the concentrated control of our stockholders who held our capital stock prior to the completion of our IPO, including our executive officers, employees and directors and their affiliates, will result in a lower or more volatile market price of our Class A common stock or in adverse publicity or other adverse consequences. For example, certain index providers have announced restrictions on including companies with multiple class share structures in certain of their indexes. For

example, in July 2017, FTSE Russell and Standard & Poor's announced that they would cease to allow most newly public companies utilizing dual or multi-class capital structures to be included in their indices. Under the announced policies, our dual class capital structure would make us ineligible for inclusion in any of these indices. Given the sustained flow of investment funds into passive strategies that seek to track certain indexes, exclusion from stock indexes would likely preclude investment by many of these funds and could make our Class A common stock less attractive to other investors. As a result, the market price of our Class A common stock could be adversely affected.

No public market for our Class A common stock currently exists, and an active public trading market may not develop or be sustained following this offering.

No public market for our Class A common stock currently exists. An active public trading market for our Class A common stock may not develop following the completion of this offering or, if developed, it may not be sustained. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair value of your shares. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares and may impair our ability to acquire other companies or technologies by using our shares as consideration.

We will have broad discretion in the use of the net proceeds to us from this offering and may not use them effectively.

We will have broad discretion in the application of the net proceeds to us from this offering, including for any of the purposes described in the section titled "Use of Proceeds," and you will not have the opportunity as part of your investment decision to assess whether the net proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this offering, our ultimate use may vary substantially from our currently intended use. Investors will need to rely upon the judgment of our management with respect to the use of proceeds. Pending use, we may invest the net proceeds from this offering in short-term, investment-grade, interest-bearing securities, such as money market accounts, certificates of deposit, commercial paper, and guaranteed obligations of the U.S. government that may not generate a high yield for our stockholders. If we do not use the net proceeds that we receive in this offering effectively, our business, financial condition, results of operations and prospects could be harmed, and the market price of our Class A common stock could decline.

Future sales of our Class A common stock in the public market could cause the market price of our Class A common stock to decline.

Sales of a substantial number of shares of our Class A common stock in the public market following the completion of this offering, or the perception that these sales might occur, could depress the market price of our Class A common stock and could impair our ability to raise capital through the sale of additional equity securities. Many of our existing equityholders have substantial unrecognized gains on the value of the equity they hold based upon the price of this offering, and therefore they may take steps to sell their shares or otherwise secure the unrecognized gains on those shares. We are unable to predict the timing of or the effect that such sales may have on the prevailing market price of our Class A common stock.

All of our directors and officers and the holders of substantially all of our capital stock and securities convertible into our capital stock are subject to lock-up agreements that restrict their ability to transfer shares of our capital stock for 180 days from the date of this prospectus, subject to certain exceptions; provided that such restricted period will end with respect to 20% of the shares subject to each lock-up agreement if at any time beginning 90 days after the date of this prospectus (1) we have filed at least one quarterly report on Form 10-Q or annual report on Form 10-K and (2) the last reported closing price of our Class A common stock is at least 33% greater than the initial public offering price of our Class A common stock for 10 out of any 15 consecutive

trading days, including the last day, ending on or after the 90th day after the date of this prospectus; and provided further that, if 90 days after the date of this prospectus occurs within five trading days of a trading black-out period, the above referenced early expiration period will be the sixth trading day immediately preceding the commencement of the trading black-out period. In addition, with respect to shares not released as a result of such early release, if the 180th day after the date of this prospectus occurs within five trading days of a trading black-out period, the lock-up period will expire on the sixth trading day immediately preceding the commencement of the trading black-out period. Subject to certain limitations, approximately shares of Class A common stock will become eligible for sale upon expiration of the 180-day lock-up period. Morgan Stanley & Co. LLC and either of Goldman Sachs & Co. LLC or J.P. Morgan Securities LLC may, in their sole discretion, permit our stockholders who are subject to these lock-up agreements to sell shares prior to the expiration of the lock-up agreements, subject to applicable notice requirements.

In addition, there were 11,539,501 shares of Class A common stock issuable upon the exercise of options outstanding as of June 30, 2019. We intend to register all of the shares of Class A common stock issuable upon exercise of outstanding options or other equity incentives we may grant in the future, for public resale under the Securities Act of 1933, as amended, or the Securities Act. The shares of Class A common stock will become eligible for sale in the public market to the extent such options are exercised, subject to the lock-up agreements described above and compliance with applicable securities laws.

Further, based on shares outstanding as of June 30, 2019, holders of approximately shares, or % of our capital stock after the completion of this offering, will have rights, subject to some conditions, to require us to file registration statements covering the sale of their shares or to include their shares in registration statements that we may file for ourselves or other stockholders.

Our issuance of additional capital stock in connection with financings, acquisitions, investments, our equity incentive plans or otherwise will dilute all other stockholders.

We expect to issue additional capital stock in the future that will result in dilution to all other stockholders. We expect to grant equity awards to employees, directors and consultants under our equity incentive plans. We may also raise capital through equity financings in the future. As part of our business strategy, we may acquire or make investments in companies, products or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuances of additional capital stock may cause stockholders to experience significant dilution of their ownership interests and the per share value of our Class A common stock to decline.

If securities or industry analysts do not publish research or publish unfavorable or inaccurate research about our business, the market price and trading volume of our Class A common stock could decline.

The market price and trading volume of our Class A common stock following the completion of this offering will be heavily influenced by the way analysts interpret our financial information and other disclosures. We do not have control over these analysts. If few securities analysts commence coverage of us, or if industry analysts cease coverage of us, our stock price would be negatively affected. If securities or industry analysts do not publish research or reports about our business, downgrade our Class A common stock, or publish negative reports about our business, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our Class A common stock could decrease, which might cause our stock price to decline and could decrease the trading volume of our Class A common stock.

You will experience immediate and substantial dilution in the net tangible book value of the shares of Class A common stock you purchase in this offering.

The initial public offering price of our Class A common stock will be substantially higher than the pro forma net tangible book value per share of our common stock immediately after this offering. If you purchase shares of our Class A common stock in this offering, you will suffer immediate dilution of $ per share, or $ per share if the underwriters exercise their over-allotment option in full, representing the difference between our pro forma as adjusted net tangible book value per share after giving effect to the sale of Class A common stock in this offering and the assumed public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus. See the section titled “Dilution.”

We do not intend to pay dividends for the foreseeable future and, as a result, your ability to achieve a return on your investment will depend on appreciation in the price of our Class A common stock.

We have never declared or paid any cash dividends on our capital stock, and we do not intend to pay any cash dividends in the foreseeable future. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, you may need to rely on sales of our Class A common stock after price appreciation, which may never occur, as the only way to realize any future gains on your investment.

We are an "emerging growth company," and we cannot be certain if the reduced reporting and disclosure requirements applicable to emerging growth companies will make our Class A common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies," including the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, or Section 404, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. Pursuant to Section 107 of the JOBS Act, as an emerging growth company, we have elected to use the extended transition period for complying with new or revised accounting standards until those standards would otherwise apply to private companies. As a result, our consolidated financial statements may not be comparable to the financial statements of issuers who are required to comply with the effective dates for new or revised accounting standards that are applicable to public companies, which may make our Class A common stock less attractive to investors. In addition, if we cease to be an emerging growth company, we will no longer be able to use the extended transition period for complying with new or revised accounting standards.

We will remain an emerging growth company until the earliest of: (1) the last day of the fiscal year following the fifth anniversary of this offering; (2) the last day of the first fiscal year in which our annual gross revenue is $1.07 billion or more; (3) the date on which we have, during the previous rolling three-year period, issued more than $1 billion in non-convertible debt securities; and (4) the last day of the fiscal year in which the market value of our Class A common stock held by non-affiliates exceeded $700 million as of June 30 of such fiscal year.

We cannot predict if investors will find our Class A common stock less attractive if we choose to rely on these exemptions. For example, if we do not adopt a new or revised accounting standard, our future results of operations may not be as comparable to the results of operations of certain other companies in our industry that adopted such standards. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock, and our stock price may be more volatile.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to compliance with our public company responsibilities and corporate governance practices.

As a public company, we will incur significant legal, accounting, and other expenses that we did not incur as a private company, which we expect to further increase after we are no longer an "emerging growth company." The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the Nasdaq Global Select Market, or Nasdaq, and other applicable securities rules and regulations impose various requirements on public companies. Our management and other personnel devote a substantial amount of time to compliance with these requirements. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. We cannot predict or estimate the amount of additional costs we will incur as a public company or the specific timing of such costs.

As a result of being a public company, we are obligated to develop and maintain proper and effective internal controls over financial reporting, and any failure to maintain the adequacy of these internal controls may adversely affect investor confidence in our company and, as a result, the value of our Class A common stock.

We are required, pursuant to Section 404 to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting for the fiscal year ending December 31, 2020. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. In addition, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting in our first annual report required to be filed with the SEC following the date we are no longer an "emerging growth company." We have recently commenced the costly and challenging process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404, but we may not be able to complete our evaluation, testing and any required remediation in a timely fashion once initiated. Our compliance with Section 404 will require that we incur substantial expenses and expend significant management efforts. We currently do not have an internal audit group, and we will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge and compile the system and process documentation necessary to perform the evaluation needed to comply with Section 404.

During the evaluation and testing process of our internal controls, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to certify that our internal control over financial reporting is effective. We cannot assure you that there will not be material weaknesses or significant deficiencies in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition or results of operations. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness or significant deficiency in our internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our Class A common stock could decline, and we could be subject to sanctions or investigations by the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our company more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our Class A common stock.

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws, as they will be in effect upon the completion of this offering, may have the effect of delaying or preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws will include provisions that:

- authorize our board of directors to issue, without further action by the stockholders, shares of undesignated preferred stock with terms, rights, and preferences determined by our board of directors that may be senior to our Class A common stock;
- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairperson of our board of directors, or our chief executive officer;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for election to our board of directors;
- establish that our board of directors is divided into three classes, with each class serving three-year staggered terms;

- prohibit cumulative voting in the election of directors;
- provide that our directors may be removed for cause only upon the vote of at least 66 2/3% of our outstanding shares of voting stock;
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum; and
- require the approval of our board of directors or the holders of at least 66 2/3% of our outstanding shares of voting stock to amend our bylaws and certain provisions of our certificate of incorporation.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally, subject to certain exceptions, prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any "interested" stockholder for a period of three years following the date on which the stockholder became an "interested" stockholder. Any of the foregoing provisions could limit the price that investors might be willing to pay in the future for shares of our Class A common stock, and they could deter potential acquirers of our company, thereby reducing the likelihood that you would receive a premium for your shares of our Class A common stock in an acquisition.

Our amended and restated certificate of incorporation will designate the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States of America as the exclusive forums for substantially all disputes between us and our stockholders, which will restrict our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation, as will be in effect upon the completion of this offering, will provide that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: any derivative action or proceeding brought on our behalf; any action asserting a breach of a fiduciary duty; any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation, or our amended and restated bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. The provisions would not apply to suits brought to enforce a duty or liability created by the Exchange Act. In addition, our amended and restated certificate of incorporation will provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, subject to and contingent upon a final adjudication in the State of Delaware of the enforceability of such exclusive forum provision.

These choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees. If a court were to find either choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions. For example, the Court of Chancery of the State of Delaware recently determined that the exclusive forum provision of federal district courts of the United States of America for resolving any complaint asserting a cause of action arising under the Securities Act is not enforceable. However, this decision may be reviewed and ultimately overturned by the Delaware Supreme Court. If this ultimate adjudication were to occur, we would enforce the federal district court exclusive forum provision in our amended and restated certificate of incorporation.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this prospectus, including statements regarding our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “should,” “target,” “will” or “would” or the negative of these words or other similar terms or expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- our expectations regarding our revenue, expenses and other operating results;
- our ability to acquire new customers and successfully retain existing customers;
- our ability to increase usage of our platform and upsell and cross sell additional products;
- our ability to achieve or sustain our profitability;
- future investments in our business, our anticipated capital expenditures and our estimates regarding our capital requirements;
- the costs and success of our sales and marketing efforts, and our ability to promote our brand;
- our reliance on key personnel and our ability to identify, recruit and retain skilled personnel;
- our ability to effectively manage our growth, including any international expansion;
- our ability to protect our intellectual property rights and any costs associated therewith;
- our ability to compete effectively with existing competitors and new market entrants; and
- the growth rates of the markets in which we compete.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled “Risk Factors” and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this prospectus. And while we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this prospectus to reflect events or circumstances after the date of this prospectus or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

MARKET, INDUSTRY AND OTHER DATA

This prospectus contains statistical data, estimates and forecasts that are based on independent industry publications or other publicly available information, as well as other information based on our internal sources. While we believe the industry and market data included in this prospectus are reliable and are based on reasonable assumptions, these data involve many assumptions and limitations, and you are cautioned not to give undue weight to these estimates. We have not independently verified the accuracy or completeness of the data contained in these industry publications and other publicly available information. None of the industry publications referred to in this prospectus were prepared on our or on our affiliates' behalf or at our expense. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled "Risk Factors," that could cause results to differ materially from those expressed in these publications and other publicly available information.

The sources of certain statistical data, estimates and forecasts contained in this prospectus are the following independent industry publications or reports:

- Gartner: Market Insight: Cloud Shift—2018 to 2022, published August 24, 2018; Magic Quadrant for Application Performance Monitoring Suites, published March 14, 2018; Market Guide for IT Infrastructure Monitoring Tools, published July 9, 2018; Forecast: Enterprise Infrastructure Software, Worldwide, 2017-2023, 1Q19 Update, published March 26, 2019.
- IDC: Worldwide Semi-Annual Public Cloud Services Spending Guide 2018H1, published December 2018.

The Gartner reports described herein represent research opinions or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and are not representations of fact. Each Gartner report speaks as of its original publication date (and not as of the date of this prospectus) and the opinions expressed in the Gartner reports are subject to change without notice.

Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of our Class A common stock from us in full) based on an assumed initial public offering price of $ per share of Class A common stock, the midpoint of the estimated price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share of Class A common stock would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of Class A common stock offered by us would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the assumed initial public offering price of $ per share of Class A common stock remains the same, and after deducting estimated underwriting discounts and commissions.

The principal purposes of this offering are to increase our capitalization and financial flexibility, and create a public market for our Class A common stock, and facilitate our future access to the capital markets. As of the date of this prospectus, we cannot specify with certainty all of the particular uses for the net proceeds to us from this offering. However, we currently intend to use the net proceeds we receive from this offering for general corporate purposes, including working capital, operating expenses and capital expenditures. We may also use a portion of the net proceeds to acquire complementary businesses, products, services or technologies. However, we do not have agreements or commitments to enter into any acquisitions at this time.

We will have broad discretion over how to use the net proceeds to us from this offering. We intend to invest the net proceeds to us from the offering that are not used as described above in investment-grade, interest-bearing instruments.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and future earnings, if any, to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination regarding the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant.

CAPITALIZATION

The following table sets forth our cash and capitalization as of June 30, 2019:

- on an actual basis;
- on a pro forma basis, giving effect to (1) the reclassification of our common stock into Class B common stock, (2) the automatic conversion of all of our outstanding shares of convertible preferred stock into 59,670,477 shares of Class B common stock, and (3) the filing and effectiveness of our amended and restated certificate of incorporation, each of which will occur immediately prior to the completion of this offering; and
- on a pro forma as adjusted basis, giving effect to (1) the pro forma adjustments set forth above and (2) our receipt of estimated net proceeds from the sale of shares of Class A common stock that we are offering at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses.

You should read this table together with the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

	As of June 30, 2019		
	Actual	Pro Forma	Pro Forma As Adjusted
	(in thousands except share and per share amounts)		
Cash	$	$	$
Convertible preferred stock, $0.00001 par value, 59,938,304 shares authorized, 59,670,477 shares issued and outstanding, actual, and no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	$	$	$
Stockholders' (deficit) equity:			
Preferred stock, $0.00001 par value, no shares authorized, issued, and outstanding, actual, and shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted			
Common stock, $0.00001 par value, 120,379,000 authorized, 28,941,078 shares issued and outstanding, actual, and no shares authorized, issued and outstanding, pro forma and pro forma as adjusted			
Class A common stock, $0.00001 par value, no shares authorized, issued and outstanding, actual, shares authorized and no shares issued and outstanding, pro forma, shares authorized and shares issued and outstanding, pro forma as adjusted			
Class B common stock, $0.00001 par value, no shares authorized, issued and outstanding, actual, shares authorized and shares issued and outstanding, pro forma and pro forma as adjusted			
Additional paid-in capital			
Accumulated deficit			
Total stockholders' (deficit) equity			
Total capitalization	$	$	$

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share of Class A common stock, the midpoint of the estimated price range set forth on the cover page of this prospectus, would increase (decrease) each of our pro forma as adjusted cash, additional paid-in capital, total stockholders' (deficit) equity and total capitalization by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of Class A common stock offered by us would increase (decrease) each of our pro forma as adjusted cash, additional paid-in capital, total stockholders' (deficit) equity and total capitalization by approximately $ million, assuming the assumed initial public offering price of $ per share of Class A common stock remains the same, and after deducting estimated underwriting discounts and commissions.

The number of shares of Class A common stock and Class B common stock that will be outstanding after this offering is based on no shares of Class A common stock and 88,611,555 shares of Class B common stock outstanding as of June 30, 2019, and excludes:

- 11,539,501 shares of Class B common stock issuable on the exercise of stock options outstanding as of June 30, 2019 under our 2012 Plan with a weighted-average exercise price of $4.58 per share;
- shares of Class A common stock reserved for future issuance under our 2019 Plan, as well as any future increases, including annual automatic evergreen increases in the number of shares of Class A common stock reserved for issuance under our 2019 Plan; and
- shares of Class A common stock reserved for issuance under our ESPP, as well as any future increases, including annual automatic evergreen increases in the number of shares of Class A common stock reserved for future issuance under our ESPP.

DILUTION

If you invest in our Class A common stock in this offering, your interest will be diluted to the extent of the difference between the initial public offering price per share of Class A common stock and the pro forma as adjusted net tangible book value per share immediately after this offering.

Our pro forma net tangible book value as of June 30, 2019 was $ million, or $ per share. Pro forma net tangible book value per share represents the amount of our total tangible assets less our total liabilities, divided by the number of our shares of common stock outstanding as of June 30, 2019, after giving effect to the automatic conversion of all outstanding shares of convertible preferred stock into an aggregate of 59,670,477 shares of Class B common stock immediately prior to the completion of this offering.

After giving effect to the sale by us of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses, our pro forma as adjusted net tangible book value as of June 30, 2019 would have been $ million, or $ per share. This amount represents an immediate increase in pro forma as adjusted net tangible book value of $ per share to our existing stockholders and an immediate dilution in pro forma as adjusted net tangible book value of $ per share to new investors purchasing Class A common stock in this offering. We determine dilution by subtracting the pro forma as adjusted net tangible book value per share after this offering from the amount of cash that a new investor paid for a share of Class A common stock. The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share		$
Historical net tangible book value per share as of June 30, 2019	$	
Increase per share attributable to the pro forma adjustments described above		
Pro forma net tangible book value per share as of June 30, 2019		
Increase in pro forma as adjusted net tangible book value per share attributable to new investors purchasing shares in this offering		
Pro forma as adjusted net tangible book value per share after this offering		
Dilution in pro forma as adjusted net tangible book value per share to new investors in this offering		$

The dilution information discussed above is illustrative only and may change based on the actual initial public offering price and other terms of this offering. A $1.00 increase (decrease) in the assumed initial public offering price of $ per share of Class A common stock, the midpoint of the estimated price range set forth on the cover page of this prospectus, would increase (decrease) our pro forma as adjusted net tangible book value per share after this offering by $ per share and increase (decrease) the dilution to new investors by $ per share, in each case assuming the number of shares of Class A common stock offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions. Similarly, each increase or decrease of 1,000,000 shares in the number of shares of Class A common stock offered by us would increase (decrease) our pro forma as adjusted net tangible book value by approximately $ per share and decrease (increase) the dilution to new investors by approximately $ per share, in each case assuming the assumed initial public offering price of $ per share of Class A common stock remains the same, and after deducting estimated underwriting discounts and commissions.

If the underwriters exercise their option to purchase additional shares of Class A common stock in full, the pro forma net tangible book value per share, as adjusted to give effect to this offering, would be $ per share, and the dilution in pro forma net tangible book value per share to investors in this offering would be $ per share.

The following table summarizes, as of June 30, 2019, on a pro forma as adjusted basis as described above, the number of shares of our common stock, the total consideration and the average price per share (1) paid to us by existing stockholders, and (2) to be paid by new investors acquiring our Class A common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders		%		%	
New investors					
Totals		100.0%	$	100.0%	

Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, would increase (decrease) the total consideration paid by new investors and total consideration paid by all stockholders by approximately $ million, assuming that the number of shares of Class A common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions.

The number of shares of Class A common stock and Class B common stock that will be outstanding after this offering is based on no shares of Class A common stock and 88,611,555 shares of Class B common stock outstanding as of June 30, 2019, and excludes:

- 11,539,501 shares of Class B common stock issuable on the exercise of stock options outstanding as of June 30, 2019 under our 2012 Plan with a weighted-average exercise price of $4.58 per share;
- shares of Class A common stock reserved for future issuance under our 2019 Plan, as well as any future increases, including annual automatic evergreen increases, in the number of shares of Class A common stock reserved for issuance under our 2019 Plan; and
- shares of Class A common stock reserved for issuance under our ESPP, as well as any future increases, including annual automatic evergreen increases, in the number of shares of Class A common stock reserved for future issuance under our ESPP.

To the extent that any outstanding options are exercised or new options are issued under our stock-based compensation plans, or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering. If all outstanding options under our 2012 Plan as of June 30, 2019 were exercised or settled, then our existing stockholders, including the holders of these options, would own % and our new investors would own % of the total number of shares of our Class A common stock and Class B common stock outstanding on the completion of this offering.

SELECTED CONSOLIDATED FINANCIAL DATA

The selected consolidated statement of operations data for the years ended December 31, 2017 and 2018 and the selected consolidated balance sheet data as of December 31, 2017 and 2018 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The selected consolidated statements of operations data for the six months ended June 30, 2018 and 2019 and the selected consolidated balance sheet data as of June 30, 2019 have been derived from our unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. The unaudited condensed consolidated financial statements have been prepared on the same basis as the annual consolidated financial statements, and in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to present fairly our financial position and results of operations. You should read the consolidated financial data set forth below in conjunction with our consolidated financial statements and the accompanying notes and the information in "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained elsewhere in this prospectus. Our historical and interim results are not necessarily indicative of the results to be expected for the full year or any other period in the future.

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands, except share and per share data)			
Consolidated Statements of Operations Data:				
Revenue	$ 100,761	$ 198,077	$ 85,393	$ 153,272
Cost of revenue[1][2]	23,414	46,529	18,592	39,928
Gross profit	77,347	151,548	66,801	113,344
Operating expenses:				
Research and development[1]	24,734	55,176	23,297	46,847
Sales and marketing[1]	44,213	88,849	34,617	66,225
General and administrative[1]	11,356	18,556	8,611	13,928
Total operating expenses[3]	80,303	162,581	66,525	127,000
Operating (loss) income	(2,956)	(11,033)	276	(13,656)
Other income, net	843	793	301	556
(Loss) income before income taxes	(2,113)	(10,240)	577	(13,100)
Provision for income taxes	(457)	(522)	(79)	(340)
Net (loss) income	$ (2,570)	$ (10,762)	$ 498	$ (13,440)
Net (loss) income per share attributable to common stockholders, basic and diluted[4]	$ (0.13)	$ (0.46)	$ —	$ (0.51)
Weighted-average shares used to compute net (loss) income per share attributable to common stockholders, basic[4]	20,440	23,650	22,619	26,522
Weighted-average shares used to compute net (loss) income per share attributable to common stockholders, diluted[4]	20,440	23,650	27,176	26,522
Pro forma net loss per share attributable to common stockholders, basic and diluted[4]		$		$
Weighted-average shares used to compute pro forma net loss per share attributable to common stockholders, basic and diluted[4]				

(1) Includes stock-based compensation expense as follows:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Cost of revenue	$ 112	$ 287	$ 108	$ 211
Research and development	1,160	1,641	544	1,775
Sales and marketing	977	1,910	719	1,736
General and administrative	819	1,406	372	1,617
Total stock-based compensation expense	$3,068	$ 5,244	$ 1,743	$ 5,339

(2) Includes amortization of acquired intangibles expense as follows:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Cost of revenue	$ 484	$ 511	$ 220	$ 352

(3) Includes a $2.3 million, $0.4 million and $2.3 million benefit within Research and development, Sales and marketing and General and Administrative expenses, respectively, related to the release of a non-income tax liability for the six months ended June 30, 2019. See Note 7 to our consolidated financial statements included elsewhere in this prospectus for further discussion.

(4) See Note 12 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the calculations of our basic and diluted earnings per share attributable to common stockholders, pro forma earnings per share attributable to common stockholders and the weighted-average number of shares used in the computation of the per share amounts.

	As of December 31,		As of June 30, 2019
	2017	2018	
Consolidated Balance Sheet Data:			
Cash and cash equivalents	$ 60,024	$ 53,639	$ 52,286
Total assets	127,062	179,750	261,759
Working capital(1)	43,164	9,717	(10,764)
Convertible preferred stock	140,805	140,805	140,752
Total stockholders' deficit	(75,701)	(76,041)	(79,223)

(1) Working capital is defined as current assets less current liabilities.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the section titled "Selected Consolidated Financial Data" and the consolidated financial statements and related notes included elsewhere in this prospectus. Some of the information contained in this discussion and analysis, including information with respect to our planned investments in our research and development, sales and marketing and general and administrative functions, includes forward-looking statements that involve risks and uncertainties. You should review the sections titled "Special Note Regarding Forward-Looking Statements" and "Risk Factors" for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

Datadog is the monitoring and analytics platform for developers, IT operations teams and business users in the cloud age.

Our SaaS platform integrates and automates infrastructure monitoring, application performance monitoring and log management to provide unified, real-time observability of our customers' entire technology stack. Datadog is used by organizations of all sizes and across a wide range of industries to enable digital transformation and cloud migration, drive collaboration among development, operations and business teams, accelerate time to market for applications, reduce time to problem resolution, understand user behavior and track key business metrics.

Software applications are transforming how organizations engage with customers and operate their businesses. Companies across all industries are re-platforming their businesses to cloud infrastructures to enable this digital transformation. Historically, engineering teams have been siloed, making the development of next generation applications on dynamic cloud environments challenging. We started Datadog to break this model and facilitate collaboration among development and operations teams, enabling the adoption of DevOps practices. Since then we have continuously pushed to unify separate tools into an integrated monitoring and analytics platform, readily available to everyone who cares about applications and their impact on business.

Our proprietary platform combines the power of metrics, traces and logs to provide a unified view of infrastructure and application performance and the real-time events impacting this performance. Datadog is designed to be cloud agnostic and easy to deploy, with hundreds of out-of-the-box integrations, a built-in understanding of modern technology stacks and endless customizability. Customers can deploy our platform across their entire infrastructure, making it ubiquitous and a daily part of the lives of developers, operations engineers and business leaders.

Datadog was founded in 2010, and we launched Datadog Infrastructure Monitoring in 2012 to provide enterprises with visibility across developers, IT operations teams and business users. Since then, we have added new functionality, launched new products and expanded our operations:

- **2010**: Founded in New York
- **2012**: Launched Datadog Infrastructure Monitoring
- **2013**: Surpassed 100 customers
- **2014**: Began monitoring containers
- **2015**: Expanded research and development to Paris
- **2015**: Surpassed 1,000 customers

- **2016**: Began monitoring serverless environments
- **2016**: Established enterprise sales team
- **2017**: Launched Datadog APM
- **2017**: Opened first international sales office in Dublin
- **2017**: Surpassed 5,000 customers
- **2018**: Launched Datadog Log Management and Analytics
- **2018**: Opened first APAC sales office in Tokyo
- **2018**: Held inaugural DASH user conference in New York
- **2019**: Launched Datadog Synthetics
- **2019**: Established APAC headquarters in Singapore
- **2019**: Announced beta availability of Datadog Network Performance Monitoring and Real User Monitoring

We generate revenue from the sale of subscriptions to customers using our cloud-based platform. Our paid subscriptions are available in Pro and Enterprise tiers. The terms of our subscription agreements are primarily monthly or annual. Customers also have the option to purchase additional products, such as additional containers to monitor, custom metrics packages, anomaly detection and app analytics. Professional services are generally not required for the implementation of our products and revenue from such services has been immaterial to date.

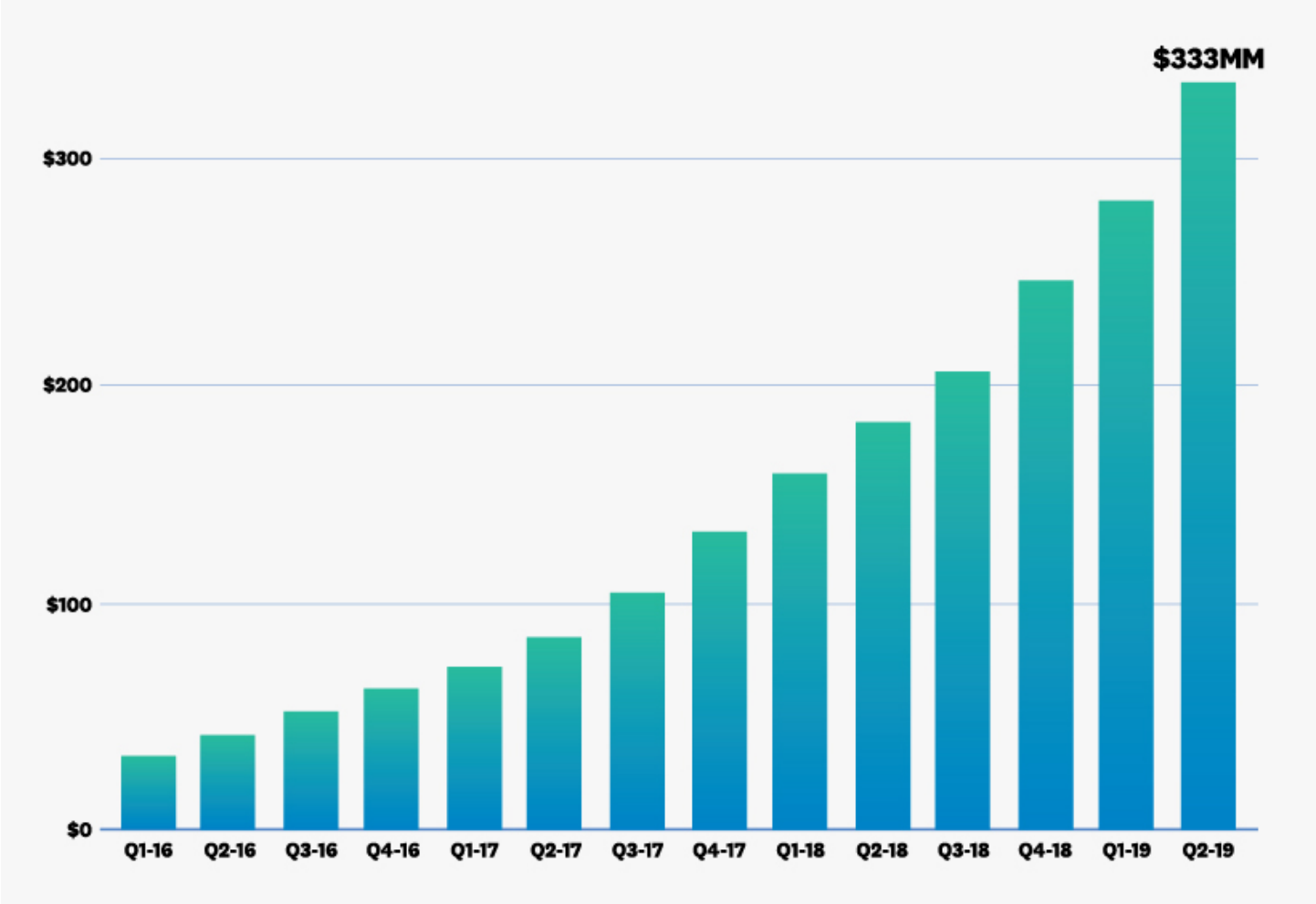
We employ a land-and-expand business model centered around offering products that are easy to adopt and have a very short time to value. Our customers can expand their footprint with us on a self-service basis. Our customers often significantly increase their usage of the products they initially buy from us and expand their usage to other products we offer on our platform. We grow with our customers as they expand their workloads in the public and private cloud. Our ability to expand within our customer base is best demonstrated by our dollar-based net retention rate. As of June 30, 2018 and 2019, our dollar-based net retention rate was 146%, and as of December 31, 2017 and 2018, it was 141% and 151%, respectively.

We have a highly efficient go-to-market model, which consists of a self-service tier, a high velocity inside sales team, and an enterprise sales force. As of June 30, 2019, we had 8,846 customers, increasing from 7,676, 5,403 and 3,785 customers as of December 31, 2018, 2017 and 2016, respectively. In addition, 594, 453, 239 and 126 of our customers had ARR of $100,000 or more as of June 30, 2019 and December 31, 2018, 2017 and 2016, respectively, accounting for approximately 72%, 68%, 60% and 48% of our ARR, respectively. Further, as of June 30, 2019, we had 42 customers with ARR of $1.0 million or more, up from 29, 12 and two customers as of December 31, 2018, 2017 and 2016, respectively. As of June 30, 2019, our 10 largest customers represented approximately 14% of our ARR and no single customer represented more than 5% of our ARR.

Our business has experienced rapid growth and is capital efficient. Since inception, we have raised $92.0 million of capital, net of share repurchases, and we had $63.6 million of cash, cash equivalents and restricted cash as of June 30, 2019. We generated revenue of $100.8 million and $198.1 million in 2017 and 2018, respectively, representing year-over-year growth of 97%. Our revenue was $85.4 million in the six months ended June 30, 2018 compared to $153.3 million in the six months ended June 30, 2019, representing period-over-period growth of 79%. Substantially all of our revenue is subscription software sales. Our net (loss) income was $(2.6) million, $(10.8) million, $0.5 million and $(13.4) million for the years ended December 31, 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. We generated operating cash flow of

$13.8 million, $10.8 million, $10.6 million and $3.0 million in 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. Our free cash flow was $6.0 million, $(5.0) million, $1.5 million and $(6.4) million in 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. See the section titled "—Non-GAAP Free Cash Flow" for additional information.

The following table sets forth our quarterly revenue run rate, which represents our quarterly GAAP revenue multiplied by four, for the periods presented (in millions):



Factors Affecting Our Performance

Acquiring New Customers

We believe there is substantial opportunity to continue to grow our customer base. We intend to drive new customer acquisition by continuing to invest significantly in sales and marketing to engage our prospective customers, increase brand awareness and drive adoption of our platform and products. We also plan to continue to invest in building brand awareness within the development and operations communities. As of June 30, 2019, we had approximately 8,800 customers spanning organizations of a broad range of sizes and industries, compared to approximately 7,700, 5,400, and 3,800 customers as of December 31, 2018, 2017 and 2016, respectively. Our ability to attract new customers will depend on a number of factors, including the effectiveness and pricing of our products, offerings of our competitors, and the effectiveness of our marketing efforts.

We define the number of customers as the number of accounts with a unique account identifier for which we have an active subscription in the period indicated. Users of our free trials or tier are not included in our customer count. A single organization with multiple divisions, segments or subsidiaries is generally counted as a single

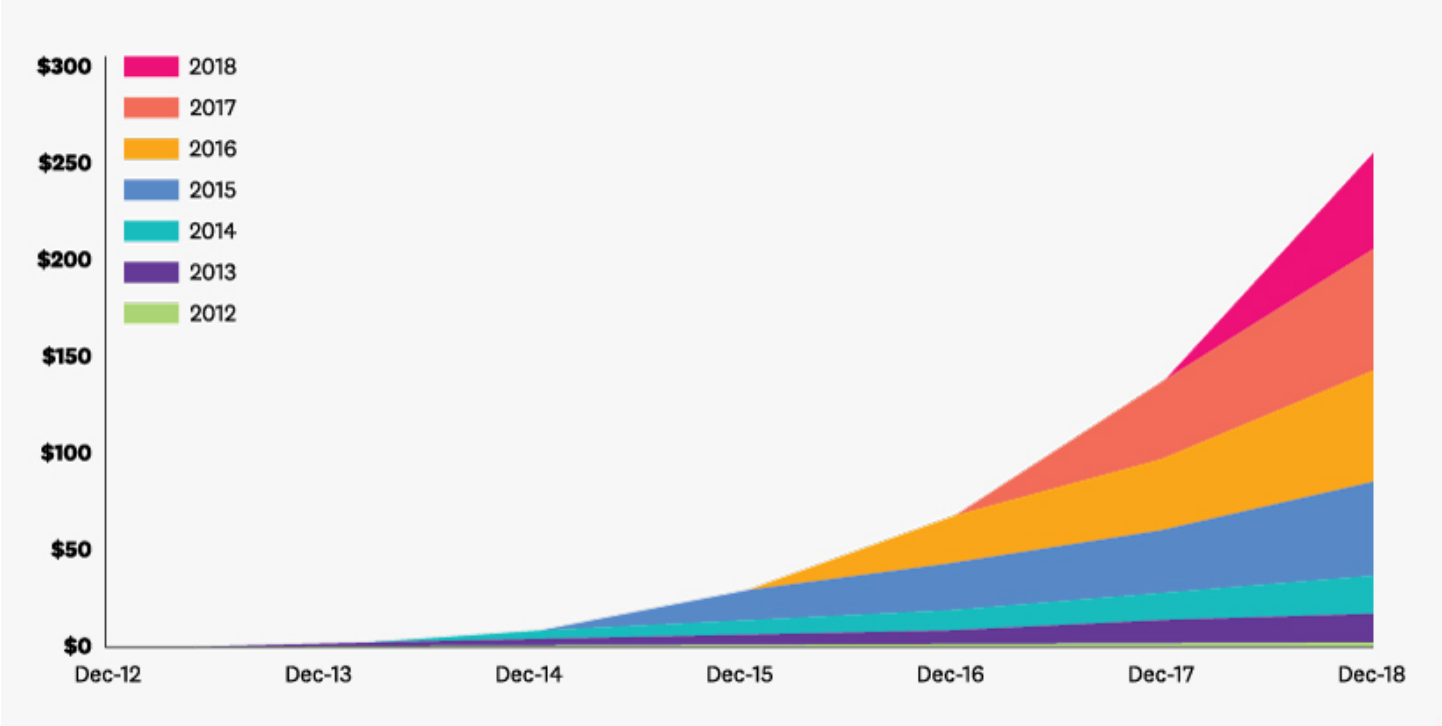
customer. However, in some cases where they have separate billing terms, we may count separate divisions, segments or subsidiaries as multiple customers.

Expanding Within Our Existing Customer Base

Our large base of customers represents a significant opportunity for further sales expansion. As of June 30, 2019, approximately 35% of the Fortune 100 were Datadog customers, while only about 20% were customers with ARR of $100,000 or more. We believe this demonstrates that our product has been adopted by many of the largest enterprises in the United States, and that there is substantial opportunity to expand within these large enterprises. We believe that our land-and-expand business model allows us to efficiently increase revenue from our existing customer base. Our customers often expand the deployment of our platform across large teams and more broadly within the enterprise as they migrate more workloads to the cloud, find new use cases for our platform, and generally realize the benefits of our platform. We intend to continue to invest in enhancing awareness of our brand and developing more products, features and functionality, which we believe are important factors to achieve widespread adoption of our platform. Our ability to increase sales to existing customers will depend on a number of factors, including our customers' satisfaction with our solution, competition, pricing and overall changes in our customers' spending levels.

Once our platform is deployed we have experienced significant expansion historically, with customers engaging with our customer success team as well as increasing usage and spend in a self-serve manner. The chart below illustrates this expansion by presenting the ARR from each customer cohort over the years presented. We define ARR as the annual run-rate revenue of subscription agreements from all customers at a point in time. We calculate ARR by taking the monthly run-rate revenue, or MRR, and multiplying it by 12. MRR for each month is calculated by aggregating, for all customers during that month, monthly revenue from committed contractual amounts, additional usage and monthly subscriptions. See "Components of Results of Operations—Revenue" for additional information. ARR and MRR should be viewed independently of revenue, and do not represent our GAAP revenue on a monthly or annualized basis, as they are operating metrics that can be impacted by contract start and end dates and renewal rates. ARR and MRR are not intended to be replacements or forecasts of revenue. Each cohort represents customers that made their initial purchase from us in a given year. For example, the 2014 cohort includes all customers as of the end of 2014. This cohort increased their ARR from $4.8 million as of December 31, 2014 to $19.2 million as of December 31, 2018, representing a multiple of 4.0x. Additionally, the ARR from our top 25 customers as of December 31, 2018 increased by a median multiple of 33.9x, as measured from the ARR generated in each such customer's first month as a customer.

Customer Cohort Analysis ($MM ARR)



A further indication of the propensity of our customer relationships to expand over time is our dollar-based net retention rate, which compares our ARR from the same set of customers in one period, relative to the year-ago period. As of June 30, 2018 and 2019, our dollar-based net retention rate was 146%, and as of December 31, 2017 and 2018, it was 141% and 151%, respectively. We calculate dollar-based net retention rate as of a period end by starting with the ARR from the cohort of all customers as of 12 months prior to such period-end, or the Prior Period ARR. We then calculate the ARR from these same customers as of the current period-end, or the Current Period ARR. Current Period ARR includes any expansion and is net of contraction or attrition over the last 12 months, but excludes ARR from new customers in the current period. We then divide the total Current Period ARR by the total Prior Period ARR to arrive at the point-in-time dollar-based net retention rate. We then calculate the weighted average of the trailing 12-month point-in-time dollar-based net retention rates, to arrive at the dollar-based net retention rate. Furthermore, our dollar-based gross retention rate, based on a cohort of all of our customers, has been in the low-to-mid 90% range as of the end of each of our last eight quarters. We believe this demonstrates the stickiness of the product category we operate in, and of our platform in particular. We calculate our dollar-based gross retention rate by first calculating the point-in-time gross retention as the previous year ARR minus ARR attrition over the last 12 months, divided by the previous year ARR. The ARR attrition for each month is calculated by identifying any customer that has changed their account type to a "free tier," requested a downgrade through customer support or sent a formal termination notice to us during that month, and aggregating the dollars of ARR generated by each such customer in the prior month. We then calculate the dollar-based gross retention rate as the weighted average of the trailing 12-month point-in-time gross retention rates.

Sustaining Innovation and Technology Leadership

Our success is dependent on our ability to sustain innovation and technology leadership in order to maintain our competitive advantage. We believe that we have built a highly differentiated platform that will position us to further extend the adoption of our platform and products. Datadog is frequently deployed across a customer's entire infrastructure, making it ubiquitous. Datadog is a daily part of the lives of developers, operations engineers and business leaders. We employ a land-and-expand business model centered around offering products that are easy to adopt and have a very short time to value. Our efficient go-to-market model enables us to prioritize significant investment in innovation. We have proven initial success of our platform approach, through expansion beyond our initial infrastructure monitoring solution, to include APM in 2017, logs in 2018, and both user experience and network performance monitoring in 2019. As of June 30, 2019, approximately 40% of our

customers were using more than one product, up from approximately 10% a year earlier. Additionally, in the six-month period ended June 30, 2019, approximately 60% of our new customers landed with more than one product, up from approximately 15% a year earlier. We believe these metrics indicate strong momentum in the uptake of our newer platform products.

We intend to continue to invest in building additional products, features and functionality that expand our capabilities and facilitate the extension of our platform to new use cases. We also intend to continue to evaluate strategic acquisitions and investments in businesses and technologies to drive product and market expansion. Our future success is dependent on our ability to successfully develop, market and sell existing and new products to both new and existing customers.

Expanding Internationally

We believe there is a significant opportunity to expand usage of our platform outside of the United States. As of December 31, 2018, approximately 24% of our ARR was generated by customers outside of North America. In addition, we have made and plan to continue to make significant investments to expand geographically, particularly in EMEA and APAC. Although these investments may adversely affect our operating results in the near term, we believe that they will contribute to our long-term growth. Beyond North America, we now have sales presence internationally, including in Dublin, London, Paris, Singapore, Sydney and Tokyo.

Components of Results of Operations

Revenue

We generate revenue from the sale of subscriptions to customers using our cloud-based platform. The terms of our subscription agreements are primarily monthly or annual, with the majority of our revenue coming from annual subscriptions. Our customers can enter into a subscription for a committed contractual amount of usage that is apportioned ratably on a monthly basis over the term of the subscription period, a subscription for a committed contractual amount of usage that is delivered as used, or a monthly subscription based on usage. To the extent that our customers' usage exceeds the committed contracted amounts under their subscriptions, either on a monthly basis in the case of a ratable subscription or once the entire commitment is used in the case of a delivered-as-used subscription, they are charged for their incremental usage.

Usage is measured primarily by the number of hosts or by the volume of data indexed. A host is generally defined as a server, either in the cloud or on-premise. Our infrastructure monitoring and APM products are priced per host, while the logs product is priced primarily per log events indexed and secondarily by events ingested. Customers also have the option to purchase additional products, such as additional container or serverless monitoring, custom metrics packages, anomaly detection, synthetic monitoring and app analytics.

In the case of subscriptions for committed contractual amounts of usage, revenue is recognized ratably over the term of the subscription agreement, generally beginning on the date that our platform is made available to a customer. As a result, much of our revenue is generated from subscriptions entered into during previous periods. Consequently, any decreases in new subscriptions or renewals in any one period may not be immediately reflected as a decrease in revenue for that period, but could negatively affect our revenue in future quarters. This also makes it difficult for us to rapidly increase our revenue through the sale of additional subscriptions in any period, as revenue is recognized over the term of the subscription agreement. In the case of a subscription for a committed contractual amount of usage that is delivered as used, a monthly subscription based on usage, or usage in excess of a ratable subscription, we recognize revenue as the product is used, which may lead to fluctuations in our revenue and results of operations. In addition, historically, we have experienced seasonality in new customer bookings, as we typically enter into a higher percentage of subscription agreements with new customers in the fourth quarter of the year.

Due to ease of implementation of our products, professional services generally are not required and revenue from such services has been immaterial to date.

Cost of Revenue

Cost of revenue primarily consists of expenses related to providing our products to customers, including payments to our third-party cloud infrastructure providers for hosting our software, personnel-related expenses for operations and global support, including salaries, benefits, bonuses and stock-based compensation, payment processing fees, information technology, depreciation and amortization related to the amortization of acquired intangibles and internal-use software and other overhead costs such as allocated facilities.

We intend to continue to invest additional resources in our platform infrastructure and our customer support and success organizations to expand the capability of our platform and ensure that our customers are realizing the full benefit of our platform and products. The level, timing and relative investment in our infrastructure could affect our cost of revenue in the future.

Gross Profit and Gross Margin

Gross profit represents revenue less cost of revenue. Gross margin is gross profit expressed as a percentage of revenue. Our gross margin may fluctuate from period to period as our revenue fluctuates, and as a result of the timing and amount of investments to expand our products and geographical coverage.

Operating Expenses

Our operating expenses consist of research and development, sales and marketing, and general and administrative expenses. Personnel costs are the most significant component of operating expenses and consist of salaries, benefits, bonuses, stock-based compensation expense and sales commissions. Operating expenses also include overhead costs for facilities and shared IT related expenses, including depreciation expense.

Research and Development

Research and development expense consists primarily of personnel costs for our engineering, service and design teams. Additionally, research and development expense includes contractor fees, depreciation and amortization and allocated overhead costs. Research and development costs are expensed as incurred. We expect that our research and development expense will increase in absolute dollars as our business grows, particularly as we incur additional costs related to continued investments in our platform.

Sales and Marketing

Sales and marketing expense consists primarily of personnel costs for our sales and marketing organization, costs of general marketing and promotional activities, including the free tier and free introductory trials of our products, travel-related expenses and allocated overhead costs. Sales commissions earned by our sales force are deferred and amortized on a straight-line basis over the expected period of benefit, which we have determined to be four years. We expect that our sales and marketing expense will increase in absolute dollars and continue to be our largest operating expense for the foreseeable future as we expand our sales and marketing efforts. However, we expect that our sales and marketing expense will decrease as a percentage of our revenue over the long term.

General and Administrative

General and administrative expense consists primarily of personnel costs and contractor fees for finance, legal, human resources, information technology and other administrative functions. In addition, general and administrative expense includes non-personnel costs, such as legal, accounting and other professional fees, hardware and software costs, certain tax, license and insurance-related expenses and allocated overhead costs.

Following the completion of this offering, we expect to incur additional expenses as a result of operating as a public company, including costs to comply with the rules and regulations applicable to companies listed on a national securities exchange, costs related to compliance and reporting obligations, and increased expenses for insurance, investor relations and professional services. We expect that our general and administrative expense will increase in absolute dollars as our business grows. However, we expect that our general and administrative expense will decrease as a percentage of our revenue as our revenue grows over the longer term.

Other Income, Net

Other income, net consists of income earned on our money market funds included in cash and cash equivalents and restricted cash.

Provision for Income Taxes

Provision for income taxes consists of U.S. federal and state income taxes and income taxes in certain foreign jurisdictions in which we conduct business. We maintain a full valuation allowance on our federal and state deferred tax assets as we have concluded that it is not more likely than not that the deferred tax assets will be realized.

Results of Operations

The following table sets forth our consolidated statements of operations data for the periods indicated:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Revenue	$100,761	$198,077	$ 85,393	$ 153,272
Cost of revenue(1)(2)	23,414	46,529	18,592	39,928
Gross profit	77,347	151,548	66,801	113,344
Operating expenses:				
Research and development(1)	24,734	55,176	23,297	46,847
Sales and marketing(1)	44,213	88,849	34,617	66,225
General and administrative(1)	11,356	18,556	8,611	13,928
Total operating expenses(3)	80,303	162,581	66,525	127,000
Operating (loss) income	(2,956)	(11,033)	276	(13,656)
Other income, net	843	793	301	556
(Loss) income before income taxes	(2,113)	(10,240)	577	(13,100)
Provision for income taxes	(457)	(522)	(79)	(340)
Net (loss) income	$ (2,570)	$ (10,762)	$ 498	$ (13,440)

(1) Includes stock-based compensation expense as follows:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Cost of revenue	$ 112	$ 287	$ 108	$ 211
Research and development	1,160	1,641	544	1,775
Sales and marketing	977	1,910	719	1,736
General and administrative	819	1,406	372	1,617
Total stock-based compensation expense	$3,068	$5,244	$ 1,743	$ 5,339

(2) Includes amortization of acquired intangibles expense as follows:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Cost of revenue	$ 484	$ 511	$ 220	$ 352

(3) Includes a $2.3 million, $0.4 million and $2.3 million benefit within Research and development, Sales and marketing and General and Administrative expenses, respectively, related to the release of a non-income tax liability for the six months ended June 30, 2019. See Note 7 to our consolidated financial statements included elsewhere in this prospectus for further discussion.

The following table sets forth our consolidated statements of operations data expressed as a percentage of revenue for the periods indicated:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(as a percentage of total revenue)			
Revenue	100%	100%	100%	100%
Cost of revenue	23	23	22	26
Gross profit	77	77	78	74
Operating expense:				
Research and development	25	28	27	31
Sales and marketing	44	45	41	43
General and administrative	11	9	10	9
Total operating expenses	80	82	78	83
Operating (loss) income	(3)	(5)	0	(9)
Other income, net	1	1	1	1
(Loss) income before income taxes	(2)	(4)	1	(8)
Provision for income taxes	(1)	(1)	0	(1)
Net (loss) income	(3)%	(5)%	1%	(9)%

Comparison of Six Months Ended June 30, 2018 and 2019

Revenue

	Six Months Ended June 30,			
	2018	2019	Change	% Change
	(dollars in thousands)			
Revenue	$ 85,393	$ 153,272	$ 67,879	79%

Revenue increased by $67.9 million, or 79%, for the six months ended June 30, 2019 compared to the six months ended June 30, 2018. Approximately 60% of the increase in revenue was attributable to the growth from existing customers, and the remaining increase in revenue was attributable to new customers.

Cost of Revenue and Gross Margin

	Six Months Ended June 30,			
	2018	2019	Change	% Change
	(dollars in thousands)			
Cost of revenue	$ 18,592	$ 39,928	$ 21,336	115%
Gross margin	78%	74%		

Cost of revenue increased by $21.3 million, or 115%, for the six months ended June 30, 2019 compared to the six months ended June 30, 2018. This increase was primarily due to an increase of $17.9 million in third-party cloud infrastructure hosting and software costs, $1.0 million of depreciation and amortization, $1.6 million in personnel expenses as a result of increased headcount, $0.4 million of credit card processing fees and other fees, and $0.4 million in allocated overhead costs as a result of an increase in overall costs necessary to support the growth of the business and related infrastructure.

Our gross margin declined by 4% for the six months ended June 30, 2019 compared to the six months ended June 30, 2018, primarily as the result of the timing and amount of our investments to expand the capacity of our third-party cloud infrastructure providers.

Research and Development

	Six Months Ended June 30,			
	2018	2019	Change	% Change
	(dollars in thousands)			
Research and development	$ 23,297	$ 46,847	$ 23,550	101%
Percentage of revenue	27%	31%		

Research and development expense increased by $23.6 million, or 101%, for the six months ended June 30, 2019 compared to the six months ended June 30, 2018. This increase was primarily due to an increase of $15.7 million in personnel costs for our engineering, product and design teams as a result of increased headcount, and an increase of $10.2 million in cloud infrastructure related investments and in allocated overhead costs necessary for supporting the growth of the business, partially offset by a $2.3 million benefit related to a release of a non-income tax liability. See Note 7 to our consolidated financial statements included elsewhere in this prospectus for further discussion.

Sales and Marketing

	Six Months Ended June 30,			
	2018	2019	Change	% Change
	(dollars in thousands)			
Sales and marketing	$ 34,617	$ 66,225	$ 31,608	91%
Percentage of revenue	41%	43%		

Sales and marketing expense increased by $31.6 million, or 91%, for the six months ended June 30, 2019 compared to the six months ended June 30, 2018. This increase was primarily due to an increase of $20.1 million in personnel costs for our sales and marketing organization as a result of increased headcount and increased amortization of deferred contract costs related to increased variable compensation for sales personnel due to increased sales, an increase of $6.0 million in marketing and promotional activities, and an increase of $5.9 million in allocated overhead costs as a result of increased overall costs necessary to support the growth of the business and related infrastructure, partially offset by a $0.4 million benefit related to a release of a non-income tax liability.

General and Administrative

	Six Months Ended June 30,			
	2018	2019	Change	% Change
	(dollars in thousands)			
General and administrative	$ 8,611	$ 13,928	$ 5,317	62%
Percentage of revenue	10%	9%		

General and administrative expense increased by $5.3 million, or 62%, for the six months ended June 30, 2019 compared to the six months ended June 30, 2018. This increase was primarily due to an increase of $4.3 million in personnel costs as a result of increased headcount, an increase of $2.6 million related to outside professional fees primarily related to legal and accounting services, and an increase of $0.7 million in allocated overhead costs as a result of an increase in overall costs necessary to support the growth of the business and related infrastructure, partially offset by a $2.3 million benefit related to a release of a non-income tax liability. See Note 7 to our consolidated financial statements included elsewhere in this prospectus for further discussion.

Comparison of the Years Ended December 31, 2017 and 2018

Revenue

	Year Ended December 31,			
	2017	2018	Change	% Change
	(dollars in thousands)			
Revenue	$100,761	$198,077	$ 97,316	97%

Revenue increased by $97.3 million, or 97%, for the year ended December 31, 2018 compared to the year ended December 31, 2017. Approximately 60% of the increase in revenue was attributable to the growth from existing customers, and the remaining increase in revenue was attributable to new customers.

Cost of Revenue and Gross Margin

	Year Ended December 31,			
	2017	2018	Change	% Change
	(dollars in thousands)			
Cost of revenue	$ 23,414	$ 46,529	$ 23,115	99%
Gross margin	77%	77%		

Cost of revenue increased by $23.1 million, or 99%, for the year ended December 31, 2018 compared to the year ended December 31, 2017. This increase was primarily due to an increase of $17.2 million in third-party cloud infrastructure hosting and software costs, an increase of $2.5 million in personnel expenses as a result of increased headcount, an increase of $1.8 million of depreciation and amortization expense, an increase of $0.9 million in credit card processing fees and other fees, and an increase of $0.7 million in allocated overhead costs as a result of an increase in overall costs necessary to support the growth of the business and related infrastructure.

Our gross margin remained relatively constant for the fiscal year ended December 31, 2018 compared to the fiscal year ended December 31, 2017.

Research and Development

	Year Ended December 31,			
	2017	2018	Change	% Change
	(dollars in thousands)			
Research and development	$ 24,734	$ 55,176	$ 30,442	123%
Percentage of revenue	25%	28%		

Research and development expense increased by $30.4 million, or 123%, for the year ended December 31, 2018 compared to the year ended December 31, 2017. This increase was primarily due to an increase of $21.7 million in personnel costs for our engineering, product and design teams as a result of increased headcount and an increase of $8.7 million in cloud infrastructure related investments and in allocated overhead costs necessary for supporting the growth of the business.

Sales and Marketing

	Year Ended December 31,			
	2017	2018	Change	% Change
	(dollars in thousands)			
Sales and marketing	$ 44,213	$ 88,849	$ 44,636	101%
Percentage of revenue	44%	45%		

Sales and marketing expense increased by $44.6 million, or 101%, for the year ended December 31, 2018 compared to the year ended December 31, 2017. This increase was primarily due to an increase of $26.1 million in personnel costs for our sales and marketing organization as a result of increased headcount and increased variable compensation for our sales personnel, an increase of $11.6 million in marketing and promotional activities, and an increase of $6.9 million in allocated overhead costs as a result of an increase in overall costs necessary to support the growth of the business and related infrastructure.

General and Administrative

	Year Ended December 31,			
	2017	2018	Change	% Change
	(dollars in thousands)			
General and administrative	$ 11,356	$ 18,556	$ 7,200	63%
Percentage of revenue	11%	9%		

General and administrative expense increased by $7.2 million, or 63%, for the year ended December 31, 2018 compared to the year ended December 31, 2017. This increase was primarily due to an increase of $4.7 million in personnel expenses as a result of increased headcount, an increase of $0.9 million related to outside professional fees primarily related to legal and accounting services, an increase of $1.6 million in allocated overhead expenses related to an increase in overall costs necessary to support the growth of the business and related infrastructure.

Quarterly Results of Operations

The following tables summarize our selected unaudited quarterly consolidated statements of operations data for each of the ten quarters in the period ended June 30, 2019. The information for each of these quarters has been prepared on the same basis as our audited annual consolidated financial statements and reflect, in the opinion of management, all adjustments of a normal, recurring nature that are necessary for the fair statement of the results of operations for these periods. This data should be read in conjunction with our audited consolidated financial statements included elsewhere in this prospectus. Historical results are not necessarily indicative of the results that may be expected for the full fiscal year or any other period.

	Three Months Ended									
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019
	(in thousands)									
Revenue	$ 18,401	$21,906	$ 26,743	$ 33,711	$ 39,715	$45,678	$ 51,074	$ 61,610	$ 70,050	$83,222
Cost of revenue(1)(2)	3,855	5,575	6,166	7,819	9,142	9,450	12,098	15,839	18,950	20,978
Gross profit	14,546	16,331	20,577	25,892	30,573	36,228	38,976	45,771	51,100	62,244
Operating Expenses:										
Research and development(1)	4,832	5,096	6,338	8,467	10,871	12,426	14,159	17,720	22,815	24,032
Sales and marketing(1)	7,708	10,263	11,412	14,831	15,282	19,335	25,130	29,102	30,107	36,118
General and administrative(1)	2,522	2,541	2,942	3,351	4,267	4,344	4,322	5,623	7,840	6,088
Total operating expenses(3)	15,062	17,901	20,692	26,649	30,420	36,105	43,611	52,445	60,762	66,238
Operating (loss) income	(515)	(1,569)	(115)	(757)	153	123	(4,635)	(6,674)	(9,662)	(3,994)
Other income, net	128	229	237	248	273	28	311	181	230	326
(Loss) income before income taxes	(387)	(1,340)	122	(508)	426	151	(4,324)	(6,493)	(9,432)	(3,668)
Provision for income taxes	(397)	8	(42)	(26)	(81)	2	(349)	(94)	(59)	(281)
Net (loss) income	$ (784)	$ (1,332)	$ 80	$ (534)	$ 345	$ 153	$ (4,673)	$ (6,587)	$ (9,491)	$ (3,949)

(1) Includes stock-based compensation expense as follows:

	Three Months Ended									
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019
	(in thousands)									
Cost of revenue	$ 24	$ 24	$ 28	$ 36	$ 46	$ 62	$ 74	$ 105	$ 99	$ 112
Research and development	289	280	247	344	279	265	387	710	786	989
Sales and marketing	218	223	201	335	299	420	522	669	729	1007
General and administrative	198	198	171	252	170	202	325	709	831	786
Stock-based compensation expense	$ 729	$ 725	$ 647	$ 967	$ 794	$ 949	$ 1,308	$ 2,193	$ 2,445	$ 2,894

(2) Includes amortization of acquired intangibles expense as follows:

	Three Months Ended									
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019
	(in thousands)									
Cost of revenue	$ 36	$ 144	$ 145	$ 159	$ 112	$ 108	$ 112	$ 179	$ 175	$ 177

(3) Includes a $2.3 million, $0.4 million and $2.3 million benefit within Research and development, Sales and marketing and General and Administrative expenses, respectively, related to the release of a non-income tax liability for the three months ended June 30, 2019. See Note 7 to our consolidated financial statements included elsewhere in this prospectus for further discussion.

	Three Months Ended									
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019
Percentage of Revenue Data										
Revenue	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Cost of revenue	21	25	23	23	23	21	24	26	27	25
Gross profit	79	75	77	77	77	79	76	74	73	75
Operating Expenses:										
Research and development	26	23	24	25	27	27	28	29	33	29
Sales and marketing	42	47	43	44	38	42	49	47	43	43
General and administrative	14	12	11	10	11	10	8	9	11	7
Total operating expenses	82	82	78	79	76	79	85	85	87	79
Operating (loss) income	(3)	(7)	(1)	(2)	1	0	(9)	(11)	(14)	(4)
Other income, net	1	1	1	1	1	0	1	1	1	0
(Loss) income before income taxes	(2)	(6)	0	(1)	2	0	(8)	(10)	(13)	(4)
Provision for income taxes	(2)	0	(0)	(1)	(1)	0	(1)	(1)	(1)	(1)
Net (loss) income	(4)%	(6)%	0%	(2)%	1%	0%	(9)%	(11)%	(14)%	(5)%

Quarterly Revenue Trends

Total revenue increased sequentially in each of the quarters presented primarily due to the growth from existing customers and the addition of new customers. We recognize revenue ratably over the terms of our subscription contracts. As a result, a substantial portion of the revenue we report in a period is attributable to orders we received during prior periods. Therefore, increases or decreases in new sales, customer expansion or renewals in a period may not be immediately reflected in revenue for the period.

Quarterly Cost of Revenue Trends

Our quarterly cost of revenue has generally increased quarter-over-quarter in each period presented above primarily as a result of third-party cloud infrastructure hosting and software costs as well as increased headcount, which resulted in increased personnel expenses.

Quarterly Gross Margin Trends

Our quarterly gross margins have fluctuated between 73% and 79% in each period presented. While our quarterly gross margins declined in the last three quarters ended March 31, 2019 as a result of the timing and amount of our investments to expand the capacity of our third-party cloud infrastructure providers, it increased in the quarter ended June 30, 2019 as a result of increased revenue and better optimization of cloud spend.

Quarterly Operating Expense Trends

Operating expenses have generally increased in each sequential quarter presented above primarily due to the increased headcount, infrastructure and related costs to support our growth. We intend to continue to make significant investments in research and development as we add features and enhance our platform. We also intend to invest in our sales and marketing organization to drive future revenue growth.

Quarterly Other Income (Expense), Net Trends

Other income (expense), net stayed flat over the periods presented, and mainly consists of interest income generated from our money market funds.

Liquidity and Capital Resources

We have financed operations primarily through sales of subscriptions and the net proceeds we have received from sales of equity securities as further detailed below since inception. As of December 31, 2018 and June 30,

2019, our principal sources of liquidity were cash and cash equivalents totaling $53.6 and $52.3 million, respectively. We believe that our existing cash and cash equivalents and cash flow from operations will be sufficient to support working capital and capital expenditure requirements for at least the next 12 months. Our future capital requirements will depend on many factors, including our subscription growth rate, subscription renewal activity, including the timing and the amount of cash received from customers, the expansion of sales and marketing activities, the timing and extent of spending to support development efforts, the introduction of new and enhanced products, and the continuing market adoption of our platform. We may, in the future, enter into arrangements to acquire or invest in complementary businesses, products, and technologies. We may be required to seek additional equity or debt financing. In the event that we require additional financing, we may not be able to raise such financing on terms acceptable to us or at all. If we are unable to raise additional capital or generate cash flows necessary to expand our operations and invest in continued innovation, we may not be able to compete successfully, which would harm our business, operations and financial condition.

Therefore, a substantial source of our cash is from our deferred revenue, which is included in the liabilities section of our consolidated balance sheet. Deferred revenue consists of the unearned portion of customer billings, which is recognized as revenue in accordance with our revenue recognition policy. As of December 31, 2018 and June 30, 2019, we had deferred revenue of $70.7 million and $105.2 million, respectively, of which $69.3 million and $101.8 million was recorded as a current liability and expected to be recognized as revenue in the next 12 months, respectively, provided all other revenue recognition criteria have been met.

The following table shows a summary of our cash flows for the periods presented:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Cash provided by operating activities	$ 13,832	$ 10,829	$10,635	$ 2,980
Cash used in investing activities	(12,760)	(17,456)	(9,135)	(9,387)
Cash provided by financing activities	462	7,782	4,076	5,041

Operating Activities

Our largest source of operating cash is cash collection from sales of subscriptions to our customers. Our primary uses of cash from operating activities are for personnel expenses, marketing expenses, hosting expenses and allocated overhead expenses. We have generated negative cash flows and have supplemented working capital requirements through net proceeds from the sale of equity securities.

Cash provided by operating activities for the six months ended June 30, 2019 of $3.0 million was primarily related to our net loss of $13.4 million, adjusted for non-cash charges of $17.5 million and net cash outflows of $1.1 million provided by changes in our operating assets and liabilities. Non-cash charges primarily consisted of stock-based compensation, depreciation and amortization of property and equipment, amortization of capitalized software, and amortization of acquired intangibles. The main drivers of the changes in operating assets and liabilities were related to a $34.5 million increase in deferred revenue, resulting primarily from increased billings for subscriptions and a $7.5 million increase in accounts payable. These amounts were partially offset by a $8.6 million decrease in accrued expenses and other liabilities, a $12.2 million increase in accounts receivable, net, due to increases in sales, a $12.2 million increase in prepaid expenses and other current assets, primarily driven by prepaid hosting services, a $6.1 million increase in deferred contract costs related to commissions paid on new bookings, and a $4.0 million increase in other assets.

Cash provided by operating activities for the six months ended June 30, 2018 of $10.6 million was primarily related to our net income of $0.5 million, adjusted for non-cash charges of $5.4 million and net cash inflows of $4.7 million provided by changes in our operating assets and liabilities. Non-cash charges primarily consisted of stock-based compensation, depreciation and amortization of property and equipment, amortization of capitalized

software, and amortization of acquired intangibles. The main drivers of the changes in operating assets and liabilities were related to a $22.0 million increase in deferred revenue, resulting primarily from increased billings for subscriptions, a $3.6 million increase in accounts payable, and a $2.5 million increase in accrued expenses and other liabilities, due to an increase in headcount. These amounts were partially offset by a $14.3 million increase in accounts receivable, net, due to increases in sales, a $1.6 million increase in prepaid expenses and other current assets, primarily driven by prepaid hosting services, a $3.6 million increase in deferred contract costs related to commissions paid on new bookings, and a $4.0 million increase in other assets.

Cash provided by operating activities for the fiscal year ended December 31, 2018 of $10.8 million was primarily related to our net loss of $10.8 million, adjusted for non-cash charges of $14.4 million and net cash inflows of $7.2 million provided by changes in our operating assets and liabilities. Non-cash charges primarily consisted of stock-based compensation, net of amounts capitalized, depreciation and amortization of property and equipment, amortization of capitalized software, and amortization of acquired intangibles. The main drivers of the changes in operating assets and liabilities were related to a $31.6 million increase in deferred revenue, resulting primarily from increased billings for subscriptions, a $7.2 million increase in accounts payable, and a $10.9 million increase in accrued expenses and other liabilities, due to an increase in headcount. These amounts were partially offset by a $25.3 million increase in accounts receivable, net, due to increases in sales, a $1.3 million increase in prepaid expenses and other current assets, primarily driven by prepaid hosting services, an $8.9 million increase in deferred contract costs related to commissions paid on new bookings, and a $7.0 million increase in other assets.

Cash provided by operating activities for the fiscal year ended December 31, 2017 of $13.8 million was primarily related to our net loss of $2.6 million, adjusted for non-cash charges of $7.4 million and net cash inflows of $9.0 million provided by changes in our operating assets and liabilities. Non-cash charges primarily consisted of stock-based compensation, net of amounts capitalized, depreciation and amortization of property and equipment, amortization of capitalized software, and amortization of acquired intangibles. The main drivers of the changes in operating assets and liabilities were related to a $29.8 million increase in deferred revenue, resulting primarily from increased billings for subscriptions, a $4.6 million increase in accounts payable, and a $2.9 million increase in accrued expenses and other liabilities, due to an increase in headcount. These amounts were partially offset by a $19.3 million increase in accounts receivable, net, due to increases in sales, a $4.3 million increase in prepaid expenses and other current assets, a $3.4 million increase in deferred contract costs related to commissions paid on new bookings, and a $1.5 million increase in other assets.

Investing Activities

Cash used in investing activities during the fiscal years ended December 31, 2017 and 2018, and for the six months ended June 30, 2018, and 2019, was $12.8 million, $17.5 million, $9.1 million, and $9.4 million, respectively, primarily as a result of increases in capital expenditures to purchase property and equipment to support additional office space and site operations, increases in capitalization of software development costs and increases in acquired intangibles.

Financing Activities

Cash provided by financing activities for the fiscal years ended December 31, 2017 and 2018, and for the six months ended June 30, 2018, and 2019, was $0.5 million, $7.8 million, $4.1 million, and $5.0 million, respectively, and was primarily the result of proceeds from the exercise of stock options. The cash provided for the six months ended June 30, 2019 was partially offset by a $0.2 million payment of initial public offering costs.

Non-GAAP Free Cash Flow

We report our financial results in accordance with generally accepted accounting principles in the United States, or GAAP. To supplement our consolidated financial statements, we provide investors with the amount of free cash flow, which is a non-GAAP financial measure. Free cash flow represents net cash used in operating

activities, reduced by capital expenditures and capitalized software development costs, if any. Free cash flow is a measure used by management to understand and evaluate our liquidity and to generate future operating plans. The reduction of capital expenditures and amounts capitalized for software development facilitates comparisons of our liquidity on a period-to-period basis and excludes items that we do not consider to be indicative of our liquidity. We believe that free cash flow is a measure of liquidity that provides useful information to our management, investors and others in understanding and evaluating the strength of our liquidity and future ability to generate cash that can be used for strategic opportunities or investing in our business in the same manner as our management and board of directors. Nevertheless, our use of free cash flow has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Further, our definition of free cash flow may differ from the definitions used by other companies and therefore comparability may be limited. You should consider free cash flow alongside our other GAAP-based financial performance measures, such as net cash used in operating activities, and our other GAAP financial results. The following table presents a reconciliation of free cash flow to net cash used in operating activities, the most directly comparable GAAP measure, for each of the periods indicated.

The following table presents our cash flows for the periods presented and a reconciliation of free cash flow to net cash (used in) provided by operating activities, the most directly comparable financial measure calculated in accordance with GAAP:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
	(in thousands)			
Net cash (used in) provided by operating activities	$13,832	$10,829	$10,635	$ 2,980
Less: purchases of property and equipment	(2,351)	(9,662)	(6,548)	(4,979)
Less: capitalized software development costs	(5,452)	(6,176)	(2,587)	(4,408)
Free cash flow	$ 6,029	$ (5,009)	$ 1,500	$(6,407)

Contractual Obligations and Commitments

The following table summarizes our contractual obligations as of December 31, 2018:

	Payments Due By Period				
	Total	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years
	(in thousands)				
Operating lease commitments	$ 77,675	$ 9,833	$31,803	$32,022	$ 4,017
Purchase commitments	45,538	31,851	13,687	—	—
Total	$123,213	$ 41,684	$45,490	$32,022	$ 4,017

The commitment amounts in the table above are associated with contracts that are enforceable and legally binding and that specify all significant terms, including fixed or minimum services to be used, fixed, minimum or variable price provisions, and the approximate timing of the actions under the contracts. Our operating lease commitments relate primarily to our office space. The significant operating lease obligations relate to leases for our New York, Boston, Paris and Dublin office spaces. Purchase commitments relate mainly to hosting agreements as well as computer software used to facilitate our operations at the enterprise level.

The table does not reflect the enterprise agreement and addendum for cloud hosting that we entered into with AWS in April 2019, or the AWS Agreement. Under the AWS Agreement, we are required to purchase an aggregate of at least $225.0 million of cloud services from AWS through April 2022. Except in limited circumstances, such as our termination of the AWS Agreement for cause, if we fail to meet the minimum purchase commitment during any year, we are required to pay the difference. Neither party may terminate the AWS Agreement for convenience during this three-year term. In addition to AWS, we operate on other cloud hosting providers.

We reported other liabilities of $1.4 million in the consolidated balance sheet at December 31, 2018, which principally consists of unrecognized tax benefits (see Note 11 to our consolidated financial statements). We have excluded these long-term liabilities from the contractual obligations table above. A variety of factors could affect the timing of payments for the liabilities related to unrecognized tax benefits. Therefore, we cannot reasonably estimate the timing of such payments. We believe that these matters will likely not be resolved in the next twelve months and accordingly we have classified the estimated liability as non-current in the consolidated balance sheet.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet financing arrangements or any relationships with unconsolidated entities or financial partnerships, including entities sometimes referred to as structured finance or special purpose entities, that were established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Qualitative and Quantitative Disclosures about Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates and foreign currency exchange rates.

Interest Rate Risk

As of June 30, 2019, we had $52.3 million of cash equivalents invested in money market funds. In addition, we had $11.3 million of restricted cash due to the outstanding letters of credit established in connection with lease agreements for our facilities. Our cash and cash equivalents are held for working capital purposes. We do not enter into investments for trading or speculative purposes. As of June 30, 2019, a hypothetical 10% relative change in interest rates would not have a material impact on our consolidated financial statements.

Foreign Currency Exchange Risk

Our reporting currency and the functional currency of our wholly owned foreign subsidiaries is the U.S. dollar. All of our sales are denominated in U.S. dollars, and therefore our revenue is not currently subject to significant foreign currency risk. Our operating expenses are denominated in the currencies of the countries in which our operations are located, which are primarily in the United States, Canada, France, the United Kingdom, Japan and Australia. Our consolidated results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates and may be adversely affected in the future due to changes in foreign exchange rates. To date, we have not entered into any hedging arrangements with respect to foreign currency risk or other derivative financial instruments, although we may choose to do so in the future. A hypothetical 10% increase or decrease in the relative value of the U.S. dollar to other currencies would not have a material effect on our operating results.

Critical Accounting Policies

Our consolidated financial statements and the related notes thereto included elsewhere in this prospectus are prepared in accordance with GAAP. The preparation of consolidated financial statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ significantly from the estimates made by management. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations and cash flows will be affected.

We believe that the accounting policies described below involve a greater degree of judgment and complexity. Accordingly, these are the policies we believe are the most critical to aid in fully understanding and evaluating our consolidated financial condition and results of operations.

Revenue Recognition

We generate revenue from the sale of subscriptions to customers using our cloud-based platform. The terms of our subscription agreements are primarily monthly or annual, with the majority of our revenue coming from annual subscriptions. Our customers can enter into a subscription for a committed contractual amount of usage that is apportioned ratably on a monthly basis over the term of the subscription period, a subscription for a committed contractual amount of usage that is delivered as used, or a monthly subscription based on usage. To the extent that our customers' usage exceeds the committed contracted amounts under their subscriptions, either on a monthly basis in the case of a ratable subscription or once the entire commitment is used in the case of a delivered-as-used subscription, they are charged for their incremental usage.

We elected to early adopt Financial Accounting Standards Board, or FASB, Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, or Topic 606, effective January 1, 2017, using the full retrospective method of adoption. As such, the consolidated financial statements present revenue in accordance with Topic 606 for the period presented.

We account for revenue contracts with customers through the following steps:

- identify the contract with a customer;
- identify the performance obligations in the contract;
- determine the transaction price;
- allocate the transaction price to the performance obligations in the contract; and
- recognize revenue when or as, we satisfy a performance obligation.

Our subscriptions are generally non-cancellable. Once we have determined the transaction price, the total transaction price is allocated to each performance obligation in the contract on a relative stand-alone selling price basis, or SSP. The determination of a relative stand-alone SSP for each distinct performance obligation requires judgment. We determine SSP for performance obligations based on overall pricing objectives, which take into consideration market conditions and customer-specific factors. This includes a review of internal discounting tables, the service(s) being sold, and customer demographics.

Revenue is recognized when control of these services is transferred to customers, in an amount that reflects the consideration we expect to be entitled to receive in exchange for those services. We determined an output method to be the most appropriate measure of progress because it most faithfully represents when the value of the services are simultaneously received and consumed by the customer, and control is transferred.

For committed contractual amounts of usage, revenue is recognized ratably over the term of the subscription agreement generally beginning on the date that the platform is made available to a customer. For committed contractual amount of usage that is delivered as used, a monthly subscription based on usage, or usage in excess of a ratable subscription, we recognize revenue as the services are rendered.

Stock-Based Compensation

Compensation expense related to stock-based transactions, including employee, consultant, and non-employee director stock option awards, is measured and recognized in the consolidated financial statements based on fair value. The fair value of each option award is estimated on the grant date using the Black Scholes option-pricing model. Expense is recognized on a straight-line basis over the vesting period of the award. Forfeitures are accounted for in the period in which the awards are forfeited.

Our option-pricing model requires the input of highly subjective assumptions, including the fair value of the underlying common stock, the expected term of the option, the expected volatility of the price of our common stock, risk-free interest rates, and the expected dividend yield of our common stock. The assumptions used in our

option-pricing model represent management's best estimates. These estimates involve inherent uncertainties and the application of management's judgment. If factors change and different assumptions are used, our stock-based compensation expense could be materially different in the future.

These assumptions are estimated as follows:

- *Fair value*. Because our common stock is not yet publicly traded, we must estimate the fair value of common stock. Our board of directors considers numerous objective and subjective factors to determine the fair value of our common stock at each meeting in which awards are approved.
- *Expected volatility*. Expected volatility is a measure of the amount by which the stock price is expected to fluctuate. Since we do not have sufficient trading history of our common stock, we estimate the expected volatility of our stock options at the grant date by taking the average historical volatility of a group of comparable publicly traded companies over a period equal to the expected life of the options.
- *Expected term*. We determine the expected term based on the average period the stock options are expected to remain outstanding using the simplified method, generally calculated as the midpoint of the stock options' vesting term and contractual expiration period, as we do not have sufficient historical information to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior.
- *Risk-free rate*. We use the U.S. Treasury yield for our risk-free interest rate that corresponds with the expected term.
- *Expected dividend yield*. We utilize a dividend yield of zero, as we do not currently issue dividends, nor do we expect to do so in the future.

The following assumptions were used to calculate the fair value of stock options granted to employees:

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
Expected dividend yield	—	—	—	—
Expected volatility	37.1% - 38.8%	38.4% - 39.0%	38.5% - 38.9%	38.9% - 39.2%
Expected term (years)	5.1 - 6.1	5.8 - 6.1	5.9 -6.1	5.2 - 6.2
Risk-free interest rate	1.8% - 2.2%	2.6% - 3.0%	2.6% - 2.8%	1.8% - 2.6%

Assumptions used in valuing non-employee stock options are generally consistent with those used for employee stock options with the exception that the expected term is over the contractual life, or 10 years.

We will continue to use judgment in evaluating the assumptions related to our stock-based compensation on a prospective basis. As we continue to accumulate additional data related to our common stock, we may have refinements to our estimates, which could materially impact our future stock-based compensation expense.

Prior to January 1, 2018, we estimated a forfeiture rate to calculate stock-based compensation. We adopted ASU No. 2016-09 effective January 1, 2018 and elected to account for forfeitures as they occur, rather than estimating expected forfeitures over the course of a vesting period. The Company recognized a cumulative effect of $0.8 million to accumulated deficit as of January 1, 2018 upon adoption.

Common Stock Valuations

The fair value of the common stock underlying our stock-based awards has historically been determined by our board of directors, with input from management and contemporaneous third-party valuations. We believe that our board of directors has the relevant experience and expertise to determine the fair value of our common stock. Given the absence of a public trading market of our common stock, and in accordance with the American

Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held Company Equity Securities Issued as Compensation*, our board of directors exercised reasonable judgment and considered numerous objective and subjective factors to determine the best estimate of the fair value of our common stock at each grant date. These factors include:

- contemporaneous valuations of our common stock performed by independent third-party specialists;
- the prices, rights, preferences, and privileges of our redeemable convertible preferred stock relative to those of our common stock;
- the prices of common or convertible preferred stock sold to third-party investors by us and in secondary transactions or repurchased by us in arm's-length transactions;
- lack of marketability of our common stock;
- our actual operating and financial performance;
- current business conditions and projections;
- hiring of key personnel and the experience of our management;
- the history of the company and the introduction of new products;
- our stage of development;
- likelihood of achieving a liquidity event, such as an initial public offering, or IPO, or a merger or acquisition of our company given prevailing market conditions;
- the market performance of comparable publicly traded companies; and
- the U.S. and global capital market conditions.

In valuing our common stock, our board of directors determined the equity value of our business using various valuation methods including combinations of income and market approaches with input from management. The income approach estimates value based on the expectation of future cash flows that a company will generate. These future cash flows are discounted to their present values using a discount rate derived from an analysis of the cost of capital of comparable publicly traded companies in our industry or similar business operations as of each valuation date and is adjusted to reflect the risks inherent in our cash flows.

For each valuation, the equity value determined by the income and market approaches was then allocated to the common stock using either the option pricing method, or OPM, or a hybrid method. The hybrid method is a hybrid of the probability weighted expected return method, or PWERM, and OPM.

The option pricing method is based on a binomial lattice model, which allows for the identification of a range of possible future outcomes, each with an associated probability. The OPM is appropriate to use when the range of possible future outcomes is difficult to predict and thus creates highly speculative forecasts. PWERM involves a forward-looking analysis of the possible future outcomes of the enterprise. This method is particularly useful when discrete future outcomes can be predicted at a relatively high confidence level with a probability distribution. Discrete future outcomes considered under the PWERM include an IPO, as well as non-IPO market-based outcomes. Determining the fair value of the enterprise using the PWERM requires us to develop assumptions and estimates for both the probability of an IPO liquidity event and stay private outcomes, as well as the values we expect those outcomes could yield. Our valuations prior to September 2018 were based on the OPM. Beginning in September 2018, we valued our common stock based on a hybrid method of the PWERM and the OPM.

In addition, we also considered any secondary transactions involving our capital stock. In our evaluation of those transactions, we considered the facts and circumstances of each transaction to determine the extent to which they represented a fair value exchange. Factors considered include transaction volume, timing, whether the transactions occurred among willing and unrelated parties, and whether the transactions involved investors with access to our financial information.

Application of these approaches involves the use of estimates, judgment, and assumptions that are highly complex and subjective, such as those regarding our expected future revenue, expenses, and future cash flows, discount rates, market multiples, the selection of comparable companies, and the probability of possible future events. Changes in any or all of these estimates and assumptions or the relationships between those assumptions impact our valuations as of each valuation date and may have a material impact on the valuation of our common stock.

For valuations after the completion of this offering, our board of directors will determine the fair value of each share of underlying common stock based on the closing price of our common stock as reported on the date of grant. Future expense amounts for any particular period could be affected by changes in our assumptions or market conditions.

Based on the assumed initial public offering price per share of $, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, the aggregate intrinsic value of our outstanding stock options as of June 30, 2019 was $, with $ million related to vested stock options.

Internal Use Software Development Costs

We capitalize certain costs related to the development of our platform and other software applications for internal use. In accordance with authoritative guidance, we begin to capitalize our costs to develop software when preliminary development efforts are successfully completed, management has authorized and committed project funding, and it is probable that the project will be completed and the software will be used as intended. We stop capitalizing these costs when the software is substantially complete and ready for its intended use, including the completion of all significant testing. These costs are amortized on a straight-line basis over the estimated useful life of the related asset, generally estimated to be two years. We also capitalize costs related to specific upgrades and enhancements when it is probable the expenditure will result in additional functionality and expense costs incurred for maintenance and minor upgrades and enhancements. Costs incurred prior to meeting these criteria together with costs incurred for training and maintenance are expensed as incurred and recorded within research and development expenses in our consolidated statements of operations.

We exercise judgment in determining the point at which various projects may be capitalized, in assessing the ongoing value of the capitalized costs and in determining the estimated useful lives over which the costs are amortized. To the extent that we change the manner in which we develop and test new features and functionalities related to our platform, assess the ongoing value of capitalized assets or determine the estimated useful lives over which the costs are amortized, the amount of internal-use software development costs we capitalize and amortize could change in future periods.

Recently Adopted Accounting Pronouncements

See the sections titled “Basis of Presentation and Summary of Significant Accounting Policies—Accounting Pronouncements Recently Adopted” and “—Accounting Pronouncements Not Yet Adopted” in Note 2 to our consolidated financial statements for more information.

JOBS Act Accounting Election

We are an emerging growth company, as defined in the JOBS Act. The JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period under the JOBS Act until the earlier of the date we (1) are no longer an emerging growth company or (2) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Letter from Alexis Le-Quoc and Olivier Pomel
Chief Technology Officer, Chief Executive Officer and Founders

Datadog was born from a problem we experienced first-hand through our careers in software engineering. In a previous life, we, Alexis and Olivier, stood on opposite sides of the dev and ops divide and witnessed how hard it was to get those two teams to understand their systems the same way and solve problems together. We started Datadog to fix this by breaking down silos across systems, teams and functions.

Deployed Everywhere, Used by everyone

Neither of us came from the ITOM industry; we didn't aim at building a better mousetrap. We instead set out in 2010 to build a real-time data integration platform to turn chaos from disparate sources into digestible and actionable insights. Our first transactional use case was born from observing early users of our platform, and the immediate and acute pain they experienced when setting up cloud infrastructures. In 2012, we launched our Infrastructure Monitoring product, purpose-built to handle increasingly ephemeral cloud-native architectures. This made Datadog our customers' first call after their public or private cloud provider and a critical part of their cloud journey. Our infrastructure-first approach also allowed us to be deployed on our customers' entire cloud IT environment, and our focus on appeal and usability across functions gave our product broad usage across Dev, Ops and Business teams. These two design choices — to be deployed everywhere and used by everyone — along with the common data platform underlying our products, form the basis of our current and future platform expansion.

A single platform to fight complexity

Our mission to break down silos didn't end at cloud infrastructure monitoring. From the very early days, we saw our customers integrate additional data sources into their Datadog accounts. We saw them bring data in from their logs, networks, end-users, applications and many other sources, and build their own tooling on top of our platform. This made the broader set of problems we could solve for them very clear, and in 2017 we launched our APM product, designed to be broadly deployed in very distributed, microservices architectures. In 2018, we were the first to combine the "three pillars of observability" with the introduction of our log management product. And in 2019 we announced user experience and network performance products to offer end-to-end monitoring and analytics, powered by a common data model that is extensible for new use cases.

The problem we solve for our customers is, at its core, the explosion of complexity faced by their teams as they become software companies, and as the cloud technology innovation cycles keep accelerating. Our long term vision for addressing this problem is the same as when we started: it doesn't make sense for data and teams to live in silos when technical and business issues rarely stop at the boundaries between tools. So the most important characteristics of a platform to solve this new complexity are that it be broadly deployed and broadly used.

Even though our product lines today mimic the historical ITOM categories—split between infrastructure, applications, logs, etc.—there is no clear boundary between them in our platform, and there is no doubt in our minds that these splits will lose relevance over time. The future according to Datadog is a broad, unified category, bringing together all data relevant to Ops, Dev and Business users. Deployed Everywhere. Used by Everyone. To fight complexity.

Our focus on solving valuable customer problems

A lot of our strengths as a company were born out of necessity. Datadog was not an obvious winner in 2010: Our market had large incumbents. Neither of us had direct experience building or selling monitoring. And we were based in New York, which wasn't where most of the other infrastructure players were. All of this made fundraising difficult. In retrospect, this forced us to focus on two really important things: First, on making sure we solved a real, valuable, hard problem for our customers. Second, on understanding our unit economics and constantly finding a path to providing more value to our customers.

Today, as a company, we are relentlessly seeking to understand the problems we need to solve for our customers and how we can bring value to them, however gnarly these problems might turn out to be. This focus on customer problems is our true north, and we pride ourselves on having built a highly functional environment, where employees are engaged for the long term and we can innovate at scale. Datadog-the-product can only ever be as good as Datadog-the-company.

A momentous opportunity

As exciting as our business may be today, we are convinced that we are barely scratching the surface. We would love you to join us as an investor on our journey to break down silos and fight complexity for our customers.

BUSINESS

Overview

Datadog is the monitoring and analytics platform for developers, IT operations teams and business users in the cloud age.

Our SaaS platform integrates and automates infrastructure monitoring, application performance monitoring and log management to provide unified, real-time observability of our customers' entire technology stack. Datadog is used by organizations of all sizes and across a wide range of industries to enable digital transformation and cloud migration, drive collaboration among development, operations and business teams, accelerate time to market for applications, reduce time to problem resolution, understand user behavior and track key business metrics.

Software applications are transforming how organizations engage with customers and operate their businesses. Companies across all industries are re-platforming their businesses to cloud infrastructures to enable this digital transformation. Historically, engineering teams have been siloed, making the development of next generation applications on dynamic cloud environments challenging. We started Datadog to break this model and facilitate collaboration among development and operations teams, enabling the adoption of DevOps practices. Since then we have continuously pushed to unify separate tools into an integrated monitoring and analytics platform, readily available to everyone who cares about applications and their impact on business.

From our founding goal of breaking down silos between Dev and Ops, we set out in 2010 to build a real-time data integration platform to turn chaos from disparate sources into digestible and actionable insights. In 2012, we launched our first use case with infrastructure monitoring, purpose-built to handle increasingly ephemeral cloud-native architectures. This enabled us to be deployed on our customers' entire cloud IT environments and gave our product broad usage across Dev, Ops and business teams, in turn allowing us to address a bigger set of challenges through our platform. In 2017 we launched our APM product, designed to be broadly deployed in very distributed, micro-services architectures. In 2018, we were the first to combine the "three pillars of observability" with the introduction of our log management product. To allow for full-stack observability, in 2019, we launched user experience monitoring and announced network performance monitoring. Today, we offer end-to-end monitoring and analytics, powered by a common data model that is extensible for potential new use cases.

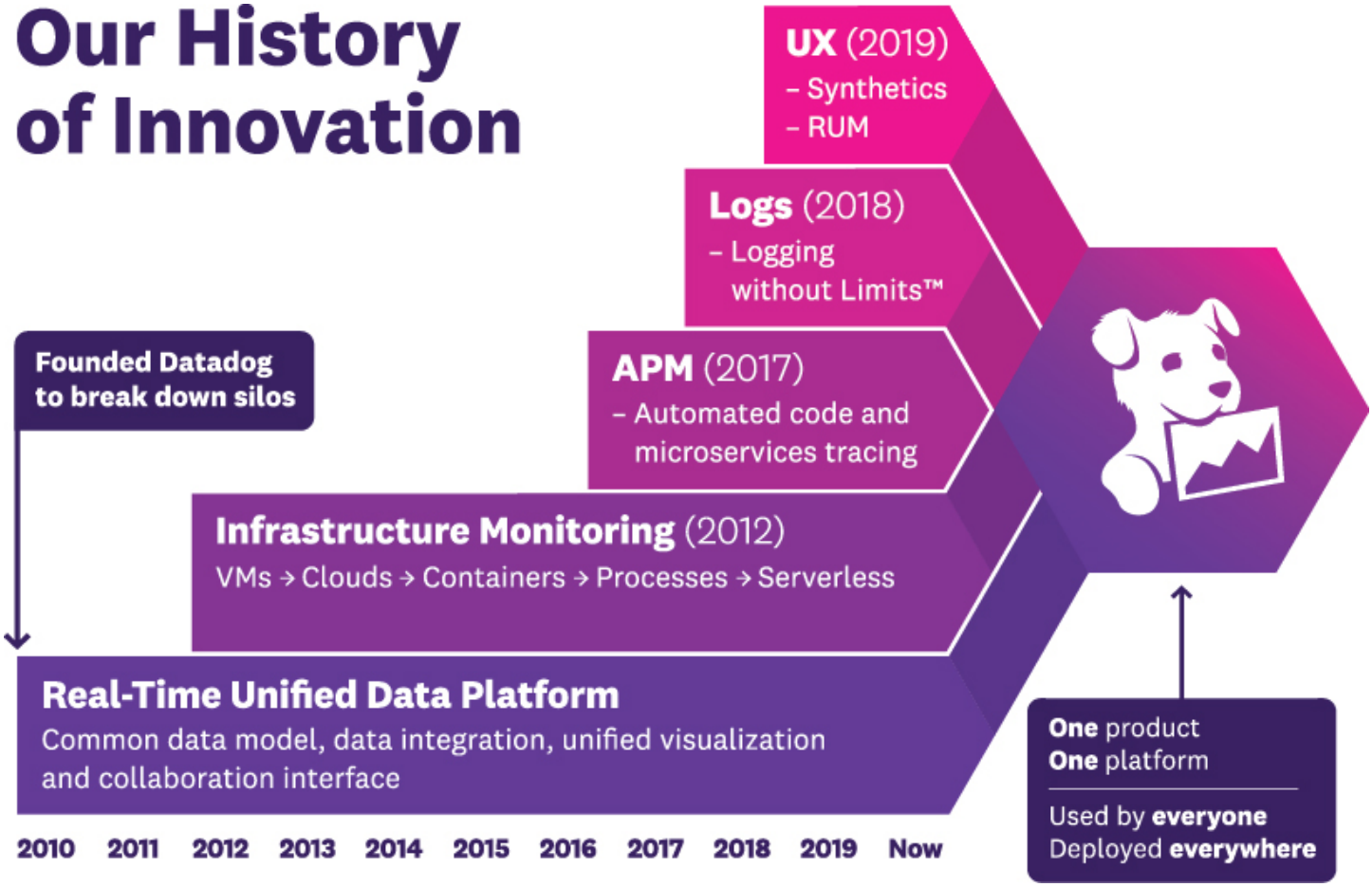
Our proprietary platform combines the power of metrics, traces and logs to provide a unified view of infrastructure and application performance and the real-time events impacting this performance. Datadog is designed to be cloud agnostic and easy to deploy, with hundreds of out-of-the-box integrations, a built-in understanding of modern technology stacks and endless customizability. Customers can deploy our platform across their entire infrastructure, making it ubiquitous and a daily part of the lives of developers, operations engineers and business leaders.

We employ a land-and-expand business model centered around offering products that are easy to adopt and have a very short time to value. Our customers can expand their footprint with us on a self-service basis. Our customers often significantly increase their usage of the products they initially buy from us and expand their usage to other products we offer on our platform. We grow with our customers as they expand their workloads in the public and private cloud. Our ability to expand within our customer base is best demonstrated by our dollar-based net retention rate. As of June 30, 2018 and 2019, our dollar-based net retention rate was 146%, and as of December 31, 2017 and 2018, it was 141% and 151%, respectively. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Our Performance" for additional information regarding our dollar-based net retention rate.

We have a highly efficient go-to-market model, which consists of a self-service tier, a high velocity inside sales team, and an enterprise sales force. As of June 30, 2019, we had approximately 8,800 customers, increasing

from approximately 7,700, 5,400 and 3,800 customers as of December 31, 2018, 2017 and 2016, respectively. Approximately 590 of our customers as of June 30, 2019 had annual run-rate revenue, or ARR, of $100,000 or more, increasing from approximately 450, 240 and 130 customers as of December 31, 2018, 2017 and 2016, respectively, accounting for approximately 72%, 68%, 60% and 48% of our ARR, respectively. Further, as of June 30, 2019, we had 42 customers with ARR of $1.0 million or more, up from 29, 12 and two customers as of December 31, 2018, 2017 and 2016, respectively. As of June 30, 2019, our 10 largest customers represented approximately 14% of our ARR and no single customer represented more than 5% of our ARR. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Our Performance" for additional information regarding ARR.

Our business has experienced rapid growth and is capital efficient. Since inception, we have raised $92.0 million of capital, net of share repurchases, and we had $63.6 million of cash, cash equivalents and restricted cash as of June 30, 2019. We generated revenue of $100.8 million and $198.1 million in 2017 and 2018, respectively, representing year-over-year growth of 97%. Our revenue was $85.4 million in the six months ended June 30, 2018 compared to $153.3 million in the six months ended June 30, 2019, representing period-over-period growth of 79%. Substantially all of our revenue is subscription software sales. Our net (loss) income was $(2.6) million, $(10.8) million, $0.5 million and $(13.4) million for the years ended December 31, 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. We generated operating cash flow of $13.8 million, $10.8 million, $10.6 million and $3.0 million in 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. Our free cash flow was $6.0 million, $(5.0) million, $1.5 million and $(6.4) million in 2017 and 2018 and the six months ended June 30, 2018 and 2019, respectively. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Free Cash Flow" for additional information.



Industry Background

Monitoring software is at the foundation of an organization's IT stack. Without monitoring, organizations are blind to factors that impact performance, reliability, scalability and availability of systems in which they have invested large amounts of resources. Once installed, monitoring becomes integral to an organization's performance and deeply embedded into business and operational workflows. There are a number of important industry trends that are transforming the way organizations use, deploy and manage software applications and their underlying technology infrastructure. These trends are creating a significant opportunity to displace existing monitoring solutions and reshape the corresponding product categories, and include:

- ***Organizations must digitally transform their businesses to compete***. There has been a fundamental shift in the way organizations use technology to interact with their customers and compete in the marketplace. Today, software applications are a critical driver of business performance and software developers are becoming increasingly influential. This rise in influence is directly correlated to the increased amounts of resources organizations are dedicating to building differentiated mission-critical software. Poor technology performance negatively impacts user experience and results in lost revenue, customer churn, negative brand perception and reduced employee productivity. Therefore, companies across all industries are heavily investing to digitally transform their businesses and enhance the experience of their customers. At the same time, companies are significantly growing their investments to monitor this digital transformation. According to Gartner, enterprises will quadruple their use of APM due to increasingly digitalized business processes from 2018 through 2021 to reach 20% of all business applications.
- ***We are in the early days of seismic shift to the cloud***. There is a seismic shift from static on-premise IT architectures to distributed, dynamic multi-cloud and hybrid cloud architectures with ephemeral technologies such as containers, microservices and serverless architectures becoming increasingly common. According to Gartner, as the cloud becomes increasingly mainstream from 2018 to 2022, it will influence greater portions of enterprise IT decisions, with more than $1 trillion in enterprise IT spend at stake in 2019. The shift allows companies to improve agility, accelerate innovation and better manage costs. As companies migrate to the cloud and their underlying infrastructure changes, so does the monitoring of this infrastructure. We are still in the early days of this massive transformation. According to Gartner, only 5% of applications were monitored as of 2018. Worldwide spend on public cloud services, including infrastructure-as-a-service and platform-as-a-service is expected to increase from $60 billion in 2018 to approximately $173 billion in 2022, according to the IDC, representing a 30% compound annual growth rate.
- ***Modern technologies create significant challenges for IT***. Technologies such as containers, microservices and serverless computing create IT environments that are highly ephemeral in nature compared to static legacy on-premise environments. The number of SaaS platforms and open source tools available to IT organizations has exploded providing significant choices to developers to use the most powerful and agile services compared to a few standardized vendor suites in the on-premise world. The scale of computing resources required in the cloud has increased exponentially and is often called upon in quick, sometimes unpredictable, bursts of expanded computing capacity compared to the static nature and smaller scale required of legacy data centers. The rate of change of application development in the cloud has increased dramatically as applications are being updated in days and minutes compared to months and years. These challenges have made it extremely difficult to gain visibility and insight into infrastructure and application performance and legacy monitoring tools have struggled to adapt.
- ***Collaboration of development and operations teams is critically important***. DevOps is a practice and culture characterized by developers and IT operations teams working together collaboratively, each with ownership of the entire product development cycle. DevOps is essential to achieving the agility and speed required for developing and maintaining modern applications, but they have been historically siloed. In the static, on-premise world, developers and IT operations personnel functioned independently with separate goals, priorities and tools. Developers would focus on writing code to create the best applications and operations teams would be responsible for testing, scaling and deploying the applications. These teams generally did not collaborate and had separate systems and tools to track performance. Often the lack of

communication between Dev and Ops teams would lead to problems in application performance as the code may not have been written with the most efficient deployment in mind, leading to difficulty scaling, latency and other performance issues. The cycle of code rewrites could be lengthy, but acceptable in the static world where software releases happened once a year. In the cloud age, where the frequency of software updates is days or minutes, this communication and coordination between Dev and Ops is essential to ensuring rapid execution and optimizing business performance. With mission-critical processes being powered by software, Dev and Ops teams must collaborate to optimize both technology and business performance. As a result, Dev and Ops teams need tools that provide a unified view of both technology and business performance in order to collaborate in real-time to optimize business results.

Limitations of Existing Offerings

Legacy commercial and homegrown technologies were designed to work with monolithic, static and on-premise environments. These approaches typically exhibit the following critical limitations:

- ***Not built for dynamic and ephemeral infrastructure***. Other offerings were built for static infrastructures where elements of the infrastructure and applications are deployed once and rarely change. These solutions are unable to visualize, and monitor technologies such as clouds, containers and microservices, which are highly dynamic and ephemeral in nature.
- ***Not built to work with a broad set of technologies***. Legacy technologies are not designed to operate in heterogeneous environments, with a myriad of vendors, applications and technologies. Instead, these offerings are built to work with a limited number of legacy, on-premise vendor suites and cannot take advantage of modern SaaS and open source technologies that the industry has recently adopted.
- ***Not built for development and operations teams collaboration***. Legacy offerings often force development and operations teams to use disparate monitoring technologies that do not share a common framework or set of data and analytics. This makes collaboration between Dev and Ops teams challenging and can frequently cause sub-optimal business results.
- ***Not built for cloud scale***. Legacy technologies are not designed for cloud scale environments and quick, sometimes unpredictable, bursts of computing resources required by modern applications.
- ***Lack of advanced analytics***. Legacy on-premise architectures lack scalability in collecting and processing large comprehensive datasets. Users of these legacy technologies often need to manually collect and integrate data from disparate systems and IT environments. The lack of data scale and aggregation can make it challenging to train modern machine-learning algorithms resulting in less accurate insights.

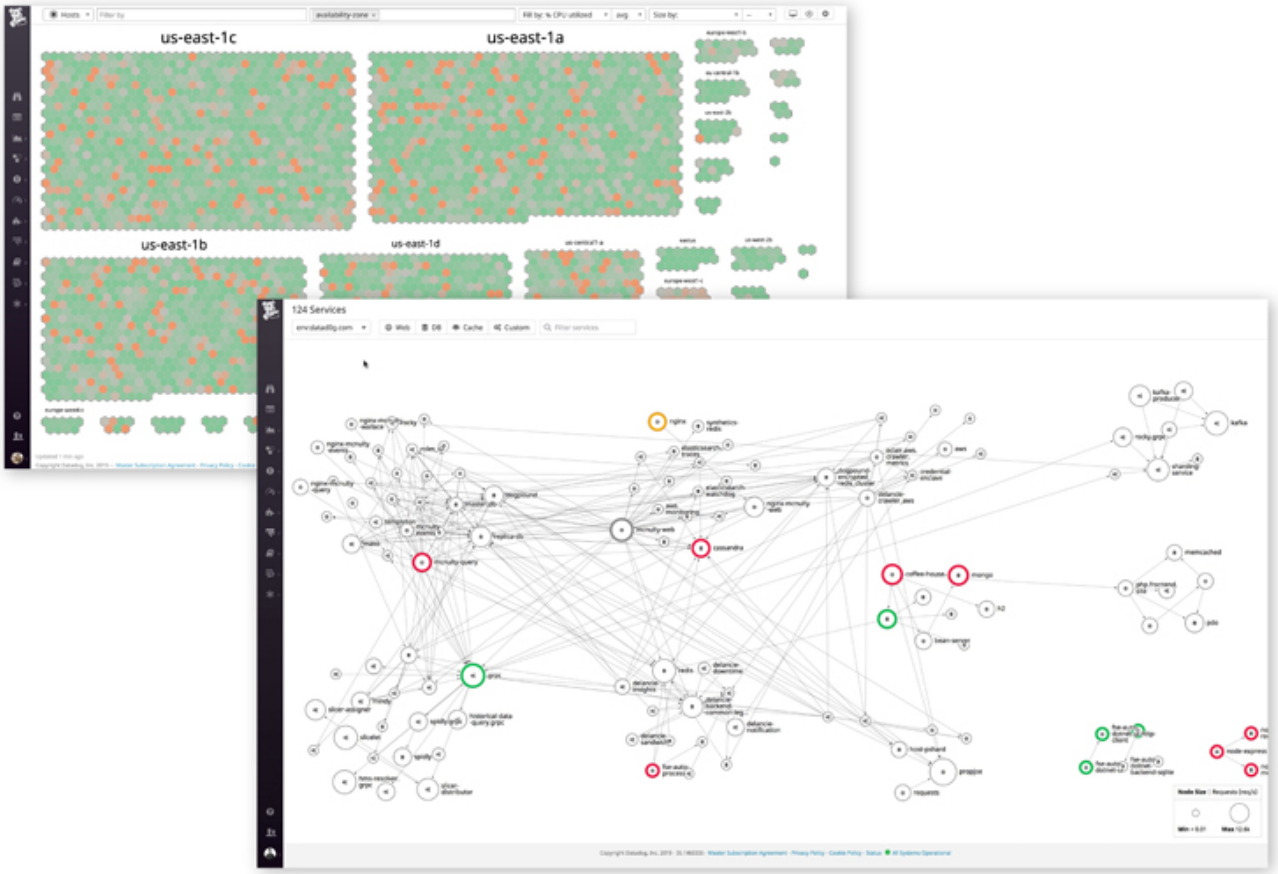
There have been a number of modern commercial technologies that have attempted to address the shortcomings of legacy approaches. These approaches typically exhibit the following limitations:

- ***Point solutions lack depth of visibility and insight***. Point solutions cannot offer integrated infrastructure monitoring, application performance monitoring and log management on a single platform and therefore, lack the required visibility, insight and context for optimal collaboration.
- ***Monitoring sprawl exacerbates alert fatigue***. Disparate tools often exacerbate the alert fatigue suffered by many organizations. Gartner notes the need for companies to trim down the number of monitoring tools used, which in the case of larger enterprises is more than 30, while some smaller organizations have monitoring tools ranging in number from three to 10.
- ***Difficult to install and difficult to use***. These technologies often have complicated implementation processes requiring significant professional services. These offerings are complex to use, requiring extensive upfront and ongoing training and time commitment.
- ***Rigid and not extensible***. These offerings are designed to address very specific use cases for a small cadre of users and can require heavy implementation costs and professional services in order to derive value. They are not easily extensible to a broad set of use cases for a greater number of technology and business users.

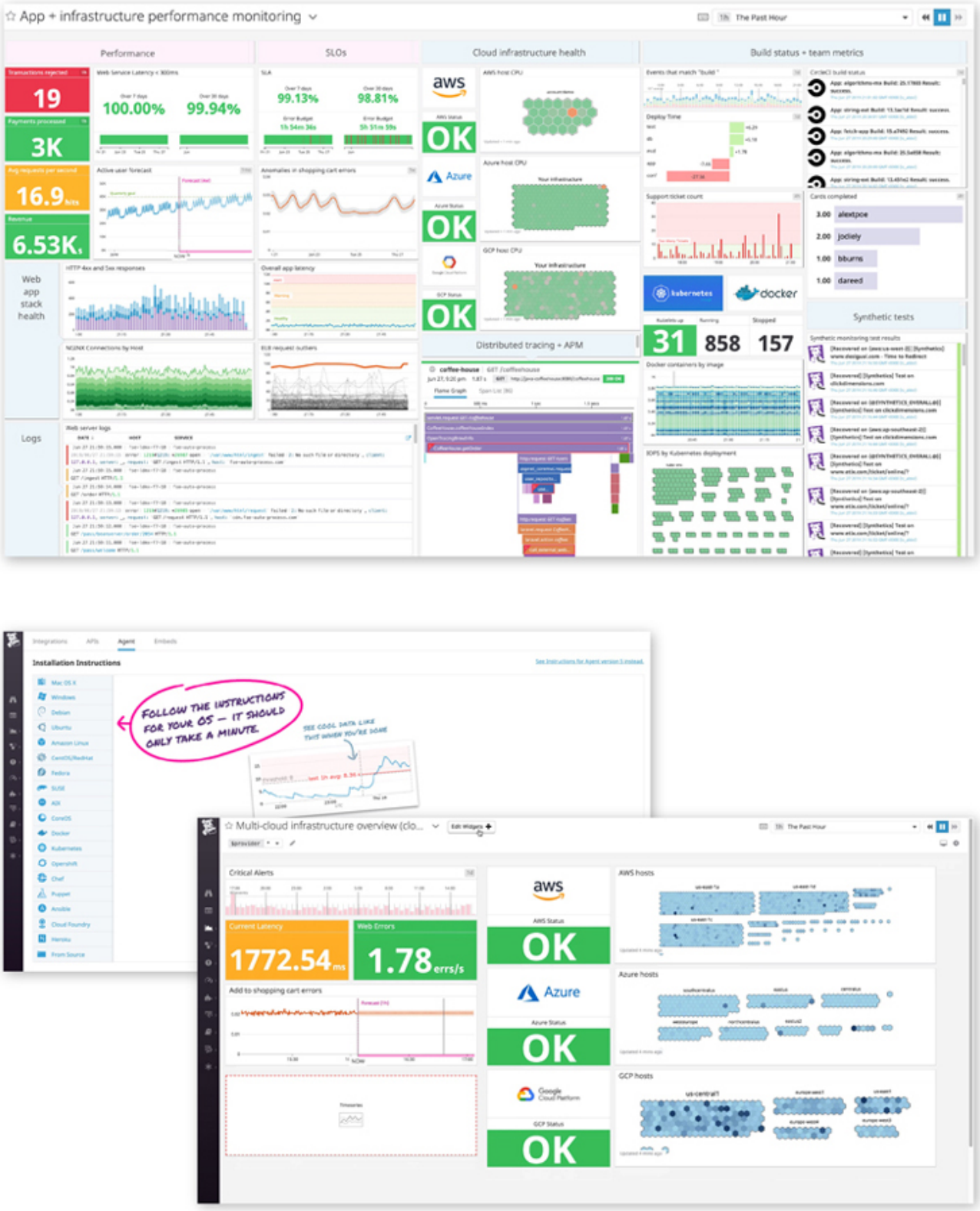
Our Solution and Key Strengths

Datadog was founded on the premise that the old model of siloed developers and IT operations engineers is broken, and that legacy tools used for monitoring static on-premise architectures do not work in modern cloud or hybrid environments. Datadog's cloud-native platform enables development and operations teams to collaborate, quickly build and improve applications, and drive business performance. Empowered by our out-of-the box functionality and simple, self-service installation, our customers are able to rapidly deploy our platform to provide application- and infrastructure-wide visibility, often within minutes.

- ***Built for dynamic cloud infrastructures***. Our innovative platform was born in the cloud and was built to work with ephemeral cloud technologies such as microservices, containers and serverless computing. Our data model was built to work at cloud scale with highly dynamic data sets and can process more than 10 trillion events a day.



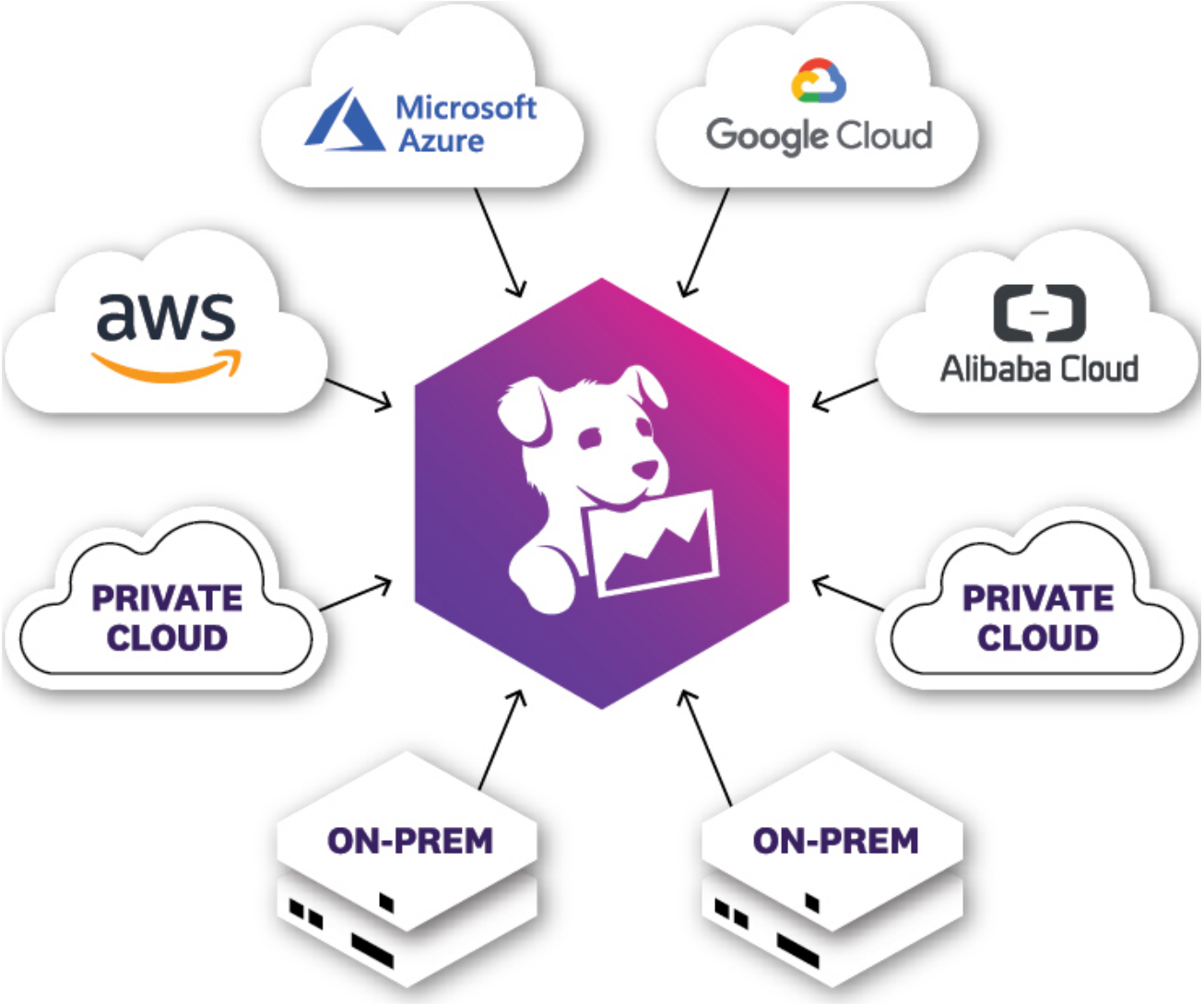
- ***Simple but not simplistic***. Our platform is easy-to-use with out-of-the-box integrations, customizable drag-and-drop dashboards, real-time visualization and prioritized alerting. The platform is deployed in a self-service installation process within minutes, allowing new users to quickly derive value without any specialized training or heavy implementation or customization. It is highly extensible across a wide array of use cases to a broad set of developers, operations engineers and business users. As a result, our platform is integral to business operations and used every day, and our users find increasing value in the solution over time.



- ***Integrated data platform***. We were the first to combine the "three pillars of observability" - metrics, traces, and logs - with the introduction of our log management solution in 2018. Today, our platform combines infrastructure monitoring, application performance monitoring, log management, user experience monitoring, and network performance monitoring in one integrated data platform. This approach increases efficiency by reducing both the expense and friction of attempting to glean insights from disparate systems. We are able to provide a unified view across the IT stack, including infrastructure and application performance, as well as the real-time events impacting performance. Each of our products is integrated and taken together provide the ability to view metrics, traces and logs side-by-side and perform correlation analysis.

- ***Built for collaboration***. Our platform was built to break down the silos between developers and operations teams in order to help organizations adopt DevOps practices and improve overall business performance. We provide development and operations teams with a common set of tools to develop a joint understanding of application performance and shared insights into the infrastructure supporting the applications. Additionally, our customizable and interactive dashboards can be shared with business teams to provide them with real-time actionable insights.

- ***Cloud agnostic***. Our platform is designed to be deployable across all environments, including public cloud, private cloud, on-premise and multi-cloud hybrid environments, allowing organizations to diversify their infrastructure and reduce single vendor dependence.



- ***Ubiquitous***. Datadog is frequently deployed across a customer's entire infrastructure, making it ubiquitous. Compared to legacy systems that are often used only by a few users in an organization's IT operations team, Datadog is a daily part of the lives of developers, operations engineers and business leaders. For example, a leading communications software technology provider has almost 800 Datadog users, about half of the company's total employee count and greater than the total number of the company's engineers. Further, a Fortune 500 financial services firm has over 3,000 Datadog users.
- ***Integrates with our customers' complex environments***. We enable development and operations teams to harness the full spectrum of SaaS and open source tools. We have over 350 out-of-the-box integrations with technologies to provide significant value to our customers without the need for professional services. Our integrations provide for comprehensive data point aggregation and consistent, up-to-date, high-quality customer experiences across heterogeneous IT environments as they are fully maintained by Datadog.

- ***Powered by robust analytics and machine-learning***. Our platform ingests massive amounts of data into our unified data warehouse. We develop actionable insights using our advanced analytics capabilities. Our platform features machine learning that can cross-correlate metrics, traces and logs to identify outliers and notify users of potential anomalies before they impact the business.
- ***Scalable***. Our SaaS platform is highly scalable and is delivered through the cloud. Our platform is massively scalable currently monitoring more than 10 trillion events a day and millions of servers and containers at any point in time. We offer secure, easily accessible data retention at full granularity for extensive periods of time, which can provide customers with a complete view of their historical data.

Key Benefits to Our Customers

Our platform provides the following key benefits to our customers:

- ***Accelerate digital transformation***. We enable customers to take full advantage of the cloud to develop and maintain mission-critical applications with agility and with confidence in the face of increasing business and time pressure and complexity of underlying infrastructure. As a result, our platform helps accelerate innovation cycles, deliver exceptional digital experiences and optimize business performance.
- ***Reduce time to problem detection and resolution***. Using infrastructure, APM and log data in our unified platform, our customers are able to quickly isolate the root cause of application issues in one place where they otherwise would be required to spend hours trying to investigate using multiple tools. Additionally, our machine learning algorithms are trained on the enormous amount of data that our customers send us to detect anomalies and predict failures in customer systems in real time, something that is impossible to do manually. The reduction in mean time to detection, or MTTD, and mean time to resolution, or MTTR, helps our customers avoid lost revenues and enhance customer experience.

- ***Improve agility of development, operations and business teams***. We eliminate the historical silos of development and operations teams and provide a platform that enables efficient and agile development through the adoption of DevOps. Our platform enables development and operations teams to collaborate closely with a shared understanding of data and analytics. This helps them develop a joint understanding of application performance and shared insights into the infrastructure supporting the applications. Additionally, for businesses, our customizable and easy-to-understand dashboards can be shared with business teams to provide them with real-time actionable insights into business performance.
- ***Enable operational efficiency***. Our solution is easy to install, which eliminates the need for heavy implementation costs and professional services. We have over 350 out-of-the-box integrations with key technologies, from which our customers can derive significant value, avoiding internal development costs and professional services required to create those integrations. Our customer-centric pricing model is tailored to customers' desired usage needs. For example, our log management solution has differentiated pricing for logs indexed versus logs ingested. Our platform empowers customers to better understand the operational needs of their applications and IT environments, enabling greater efficiency in resource allocation and spend on cloud infrastructure.

Our customers span a variety of industries and their deployments of our platform include a variety of use cases. Customer success stories include:

- A large financial services institution consolidated numerous monitoring tools into a single platform, reducing operational complexity and overhead and offering executives a single source of truth about the health of their business and IT environment.
- A Fortune 100 pharmaceutical company monitors across public cloud, containerized and on-premise environments, helping eliminate engineers' alert fatigue from disparate tools, reducing mean time to resolution and improving compliance with service-level agreements.
- A global shipping and logistics company accelerates the delivery and development of applications, providing them the ability to drive efficiencies in their supply chain, such as fuel cost planning and tracking of shipments.
- A large retailer and e-commerce company avoids website outages that cause lost revenue and enables flexible capacity planning to scale-up infrastructure during peak customer demand.
- A large hospitality company improves development and operations teams collaboration and reduces mean time to resolution by visualizing service inter-dependencies, to ultimately improve customer satisfaction.

Our Opportunity

Our platform provides comprehensive visibility and insights into IT infrastructure, application performance and the real time events impacting this performance. Our platform is employed across public cloud, private cloud, on-premise and multi-cloud hybrid environments. We believe that our platform currently addresses a significant portion of the IT Operations Management market. According to Gartner, the IT Operations Management market represents a $37 billion opportunity in 2023. We believe a large portion of this spend is for legacy on-premise and private cloud environments, but does not fully include the opportunity in modern multi-cloud and hybrid cloud environments. Our platform is designed to address both legacy and modern environments.

We estimate our current market opportunity to be approximately $35 billion. We calculate this figure using the total number of global companies with 200 or more employees, which we determined by referencing independent industry data from the S&P Capital IQ database. We then segment these companies into two cohorts based on the number of employees: companies that have between 200 and 999 employees and companies that have 1,000 or more employees. We then multiply the number of companies in each cohort by the average ARR

per customer for each of our platform products. Our average ARR per customer is defined as the ARR in each platform product, for customers in the corresponding cohort of employee count, divided by the total number of customers in the corresponding platform product and cohort of employee count, as of June 30, 2019.

We believe that we are currently underpenetrated in our existing customer base. We expect our estimated market opportunity will continue to expand as customers deploy our solution across a larger portion of their IT environments and adopt a greater number of our platform products.

Our Growth Strategies

We intend to pursue the following growth strategies:

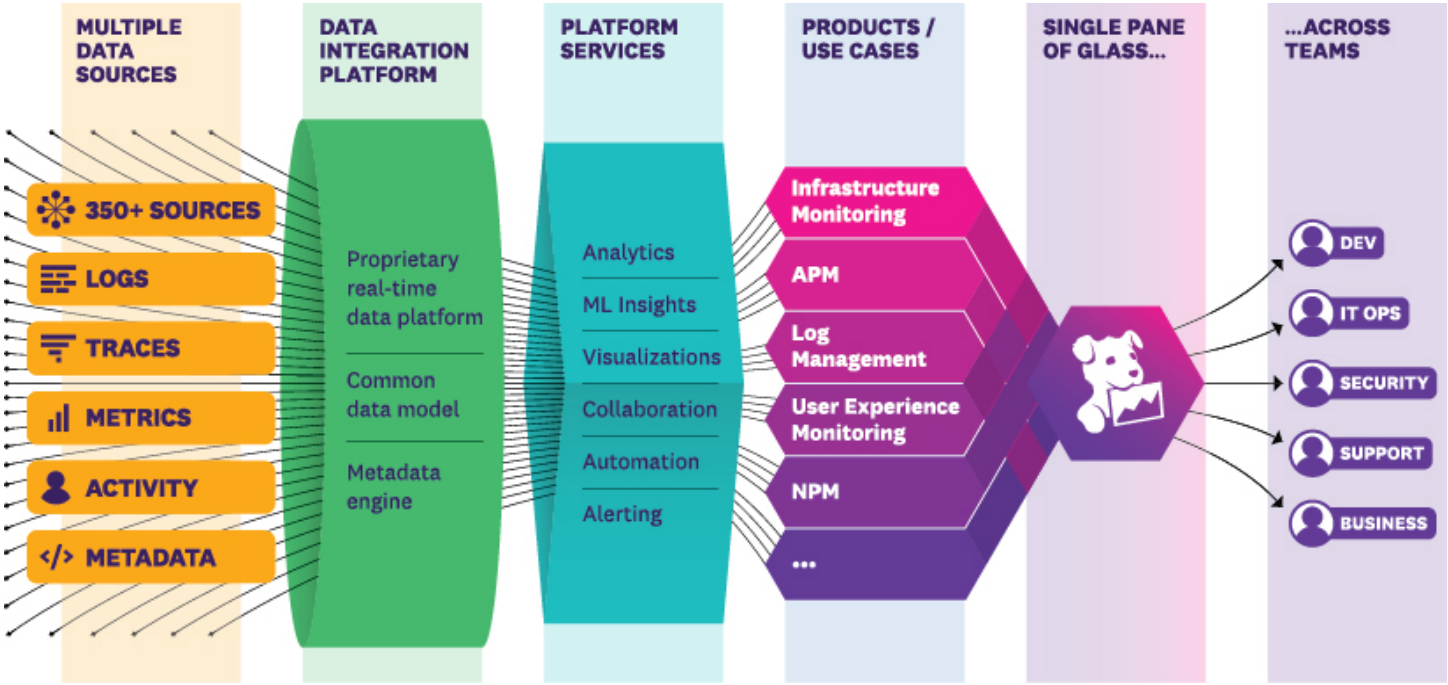
- ***Expand our customer base by acquiring new customers***. Our market penetration is low. We believe there is a substantial opportunity to continue to grow our customer base. We intend to drive new customer additions by expanding our sales and marketing efforts in the markets we serve.
- ***Expand within our existing customer base through broader deployments, new use cases and new product adoption***. Our base of approximately 8,800 customers represents a significant opportunity for further sales expansion. For example, for the six months ended June 30, 2019, over 35% of new ARR came from our newer platform products, APM and logs, up from over 10% in the same period a year earlier. We plan to continue to increase sales within our existing customer base through increased usage of our platform and the cross selling of additional products.
- ***Expand our technology leadership through continued investment and new products***. Our goal is to expand our platform over time beyond our current three pillars of observability. We intend to invest in expanding the functionality of our current platform and adding capabilities that address new market opportunities. We have a history of continued innovation. For example, in 2017 we launched APM, in 2018 we launched log management, and in 2019 we launched user experience monitoring as well as announced network performance monitoring. This innovation strategy will provide new avenues for growth and allow us to continue to deliver differentiated outcomes to our customers. We have also selectively pursued acquisitions and strategic investments in businesses and technologies to drive product and market expansion and will continue to evaluate strategic acquisitions and investments on a case-by-case basis.
- ***Expand our customer base internationally***. We believe there is a significant opportunity to expand usage of our platform outside of the United States, as international markets have increased the shift of their IT spend to the cloud. We have made significant investments in expanding our presence in EMEA and APAC. As of December 31, 2018, approximately 24% of our ARR came from customers outside of North America. We intend to add international sales team members to take advantage of this market opportunity while refining our go-to-market approach based on local market dynamics.

Our Platform

Our proprietary platform provides real-time insights into software applications and IT infrastructure performance to enable better user experiences, faster problem detection and resolution and smarter, more impactful business decisions. Our platform is also modular and includes infrastructure monitoring, application performance monitoring, log management, user experience monitoring and network performance monitoring, as well as a range of shared features such as sophisticated dashboards, advanced analytics, collaboration tools and alerting capabilities. Each of our products is fully capable stand-alone so clients can choose to use different capabilities incrementally or deploy many at once. When deployed together, our products automatically enable cross-correlation, which in turn allows customers to gain greater levels of visibility across their infrastructure and applications to more rapidly troubleshoot problems.

Our platform is supported by hundreds of integrations to seamlessly aggregate metrics and events across all of the systems and services that power digital businesses. Our easy-to-use platform is deployed through a self-

service installation process. Users can derive value from our platform within minutes without any specialized training or heavy implementation or customization. Customers can easily expand their usage of our platform on a self-serve basis, adding hosts or volumes of data monitored. Our platform is massively scalable currently monitoring more than 10 trillion events a day and millions of servers and containers.



The key elements that can be leveraged across our platform:

- ***Single pane of glass***. Our ability to provide a unified source of data enables users to access information from a single platform and easily explore multiple data sources. Through a single dashboard and with a common data framework, users are able to access and explore all of the relevant performance data from their applications, hosts, containers and services. Users are able to more quickly assess and resolve their issues without having to toggle between multiple products and translate multiple data sources.
- ***Robust, deep data set***. Our client-side collection technology is built on a unified data model and relies on installation of a single agent for metrics, traces, and logs, allowing for a simple, seamless deployment experience for the customers. We ingest massive amounts of complex data and normalize it. The volume of data associated with combining infrastructure, APM and log management provides for a dramatically more robust data set than any of the individual data sources would provide on their own. Having insight across all of these data points and understanding their measurements leading up to prior incidents provides for a more in-depth understanding of root cause analysis and potential performance issues. We provide code level visibility to identify the specific cause of the issue, allowing for a targeted remediation effort with minimal turnaround time.
- ***SaaS Platform***. Our cloud based multi-tenant SaaS platform allows for real-time ingestion, and analysis of massive amounts of data, without our customers needing to worry about the provisioning, sizing and capacity of their monitoring platform.
- ***Unified data model***. Our platform automatically combines related monitoring and analytics data such as metrics, APM and log traces from over 350 disparate, complex sources of data through our technology integrations. Our unified data model enables development and operations teams to quickly troubleshoot and diagnose in one place instead of having to manually track the health and performance of their applications across several different software tools.
- ***Cross-correlation***. All of our solutions are integrated and work cohesively to provide a deep level of context and insight into what is occurring in a customer's IT environment. By integrating infrastructure

monitoring, application performance monitoring and log management in a single platform, our clients are able to analyze cross-correlations between metrics, traces and logs in one platform, at a deeper level, and resolve issues more quickly than if the products are used separately. Our platform's ability to apply machine learning and cross-correlation to all of the data contained in our platform allows for users to predict likely issues, and proactively remediate them before they occur.

- ***Out-of-the-box, actionable insights***. From the moment of installation, our platform provides actionable insights through customizable dashboards, predictive analytics, automated correlations, visualizations and alerting. These insights enable customers to develop and update mission-critical applications with agility and confidence in the face of increasing business and time pressure, as well as increasing complexity of underlying infrastructure.
- ***High accuracy machine-learning capabilities and predictive capabilities powered by the network effect***. Our multi-tenant cloud platform analyzes massive data sets ingested across our customers and their IT environments. It uses machine learning to predict and identify sources of performance or availability issues that customers share due to dependencies on common service providers or third-party services. Additionally, our algorithms look at historical behavior, in context, in order to predict issues before they occur. Our platform allows users to quickly and easily discern if an incident or service impact was caused by code changes, infrastructure degradation or third-party dependencies and provides them with the visibility to identify the scope of business impact and root cause. This allows for a targeted and prioritized remediation plan, reducing time to recovery.
- ***350+ fully supported integrations***. We offer more than 350 out-of-the-box integrations including public cloud, private cloud, on-premise hardware, databases and third-party software. Our integrations normalize complex data streams and are highly robust. We believe we provide more data points than our competitors. These out-of-the-box integrations have easy-to-use APIs that quickly and efficiently connect to a broad range of technologies and the data that they generate. Our integrations do not require any professional services to implement.
- ***Automated alerts***. We offer sophisticated real time alerting capabilities in the platform that detects issues, alerts users, and integrates with their service management systems. The alerting provides for expressing complex user-defined rules as well as fully-automated, machine-learning based predictions, anomaly and outlier detection.
- ***Trace, log, metric, synthetics correlation***. Correlation of infrastructure metrics, APM traces, log data and synthetics not only identifies what issues may be occurring in an application, but also provides a deeper understanding of the root cause of the issues and powers faster troubleshooting.

Our platform consists of five products that can be used individually or as a unified solution, including:

- ***Infrastructure Monitoring***. Our platform provides real-time monitoring of IT infrastructure across public cloud, private cloud and hybrid environments ensuring performance and availability of applications. All infrastructure data is located in one repository with automatic correlation, regardless of environment size or rate of change, to provide a fulsome view of everything that is occurring across the IT ecosystem. Key features include:
  - *Dashboarding and correlation analysis*. Our platform centralizes the monitoring of systems and services in easy-to-use, customizable dashboards, created by dragging and dropping widgets, and visualizations. Our unified dashboards allow for a common framework across Dev and Ops teams to provide a joint understanding of infrastructure and application performance. Data from integrations and other products can be consolidated in the same dashboard and events can be correlated with metrics data allowing for a deep level of context and insight into IT and business performance.
  - *Infrastructure visualization*. We offer the capability to discover and assess an entire infrastructure in a single view, from the simplest to the most massive ecosystems comprised of hundreds of

thousands of hosts or containers. This allows users to quickly understand the topology and health of their infrastructure assets.

- *Data retention*. We use our proprietary data storage to retain data at full granularity for brief or extensive periods of time to provide insight into performance and analyze historical trends. The full granularity of data retention provides for high accuracy machine learning and the unique ability to examine and compare two time periods for highly seasonal businesses.
- *Business metrics*. Metrics such as shopping cart purchases, hotel check-ins, or ad impressions served are ingested and available for analysis giving users insight not only into their infrastructure and application performance but also business performance. Organizations use these metrics so that a business user can understand and manage mission-critical digital operations.
- *Anomaly detection*. Our platform provides predictive capabilities that identify potential faults and allow our customers to identify and mitigate potential issues before their businesses are impacted. Our platform observes and correlates historic and real-time signals across combined inputs to identify anomalous behaviors as well as forecast upcoming user facing impact. These combined data provide our machine-learning models deeper understanding of a given application or service, allowing the platform to more quickly identify and raise potential service impact than any single data set would on its own.
- *Host monitoring*. Our host monitoring functionality provides deep monitoring health and availability of all the servers in a customer environment. Our unique capabilities provide both summary about the hosts as well as detailed information about application components that run on these hosts (e.g. databases, web servers, application servers etc.).
- *Container monitoring*. Our container visualization functionality offers real-time insight into the health, resource consumption and deployment of containers that enable a global view of a company's environment, allowing users to dynamically group, filter and explore all containers. This gives users the ability to manage and visualize the ephemeral and complex environments that are increasingly prevalent in modern IT ecosystems.
- *Serverless monitoring*. Our customers can search, filter and explore all serverless functions in one central view. Our serverless monitoring allows users to combine insights across metrics, traces and logs, to ensure serverless functions are performing properly, and troubleshoot issues that arise.
- *Service Level Management*. Our customers can easily track SLOs (Service Level Objectives) and performance against error budgets in a simple interface that is relevant to both engineers and business users.

- ***Application Performance Monitoring (APM)***. We provide full visibility into the health and functioning of applications regardless of the deployment environment. Distributed tracing across microservices, hosts, containers and serverless computing functions allows our customers to gain deep insights into application performance. In-context correlation of APM traces to logs and infrastructure metrics provides for faster troubleshooting allowing issues to be resolved in minimal time. Key features include:
  - *Trace visualization*. Our users can visualize and trace executed code through the various systems that process code to determine how long each system worked to execute a specific request. This functionality allows users to identify exactly where an issue is occurring across the system in order to accelerate time to remediation.
  - *App Analytics*. App Analytics is a product evolution and rebranding of Trace Search & Analytics. Datadog App Analytics allows customers to quickly filter down to narrow problematic traces to any service, endpoint, customer, group of customers, or any other subset of data. Customers can then dashboard or alert on these queries alongside their logs, infra and custom metrics within the Datadog platform. These capabilities are available through an easy-to-use GUI interface that does not require a specialized query language, making it accessible to a broad range of users with minimal training or specific expertise.

- *Service map*. Automatic and real-time mapping of data flows and dependencies based on distributed traces allows users to dynamically visualize how data flows between services and the volume of data that each service is sending in and out, in order to understand real-time performance health of each service.
- *Service overview*. Users can see all services and high-level KPIs related to each service from a single pane of glass. Service overview provides users with the ability to assess performance details at a highly granular level in order to gain an in-depth view of how the application is working.
- *Broad language support*. Our APM solution supports the most commonly used programming languages and frameworks including, but not limited to, Java, Python, Go, Ruby, .NET, Node.js and PHP, allowing for breadth of deployment across customers of all sizes.
- *Fully automated anomaly detection*. Watchdog is our auto-detection engine that surfaces performance problems in applications without any manual setup or configuration. Watchdog analyzes all performance data that is ingested, and performs machine learning based anomaly detection to identify any unusual trends or occurrences in this data to predict and alert users to any potential issues ahead of them occurring.

- ***Log Management***. Log management for applications, systems and cloud platforms ingests data, creates indexes and enables querying of logs with visualizations and alerting to ensure immediate insight into any performance issues. Machine-learning powered pattern detection of frequently occurring logs allows predictive functionality to pre-emptively address issues before they occur. Key features include:
  - *Logging Without Limits*. Our product allows customers to decouple the cost of log ingestion from processing. This in turn makes it possible to cost-effectively collect a massive volume of logs and selectively process the ones they need to monitor in real-time. Archived logs can be rehydrated, or reloaded on demand for investigation.
  - *Logs enrichment*. Datadog automatically collects, tags, and enriches customer logs with Datadog's built-in integrations. This in turn helps customers explore, investigate and analyze logs in our platform quickly without complex query logic. Additionally, this functionality allows customers to quickly navigate between logs and the related infrastructure and APM dashboards for root cause analysis.
  - *Log patterns*. Log patterns provide real-time analysis and clustering of events, which allows investigations to quickly eliminate noise and identify anomalous or unexpected activities. Our multi-tenant cloud platform analyzes data ingested across customer and ecosystems, to predict and identify faults that customers share due to dependencies on common service providers or third- party services. These features, when combined with Watchdog, allow our platform to identify and raise user-impacting events automatically.
  - *Processing pipelines*. Our log processing pipelines capability allows customers to enrich logs with custom data facets that make searching and filtering logs intuitive and quick for all users.
- ***User Experience Monitoring.*** User experience monitoring brings visibility up the stack to monitor the digital experience of the customer. Datadog user experience monitoring includes both the simulation of customers, through Synthetics, and the monitoring of actual users, through Real User Monitoring. Key features include:
  - *Synthetics*. Synthetics provides user-experience monitoring of applications and API endpoints via simulated user requests to track application performance and ensure uptime.
    - *API tests*. API tests actively simulate an application or user querying an API or accessing a webpage to ensure that web requests are being processed as expected from multiple points around the world, and proactively monitor site availability to reduce mean time to detection and resolution.

- *Browser tests*. Browser tests monitor user experience, ensuring web pages are fully functional by simulating step-by-step user journeys including specific button clicks, filling out fields and interacting with various page elements on multiple web browsers and browser versions. AI-powered tests enable the monitoring of critical business transactions to ensure that these core customer-facing digital capabilities are always running at optimal functionality.

- *Real User Monitoring*. Currently available in beta, Datadog Real User Monitoring provides analysis and visualization of the performance of frontend applications as experienced by all actual users.

- *Automatic correlation.* User Experience Monitoring delivers end-to-end monitoring, including correlation with application traces, infrastructure-level metrics and logs to quickly troubleshoot performance issues.

- ***Network Performance Monitoring.*** Currently available in beta, Datadog Network Performance Monitoring enables the analysis and visualization of the flow of network traffic in cloud-based or hybrid environments. It allows the mapping of full-stack dependencies, and is fully integrated with the Datadog platform. It is very lightweight, allowing customers to monitor the flow of network traffic without sacrificing performance.

Our Customers

Organizations of all sizes, in all industries, both private and public, purchase our products for a variety of use cases. As of June 30, 2019, we had 8,846 customers in over 100 countries. We have been adopted by thousands of enterprises globally across a wide range of industries. As of June 30, 2019, we had 594 customers with ARR of $100,000 or more, an increase from 453, 239 and 126 as of December 31, 2018, 2017 and 2016, respectively. In addition, as of June 30, 2019, we had 42 customers with ARR of $1.0 million or more, up from 29, 12 and two customers as of December 31, 2018, 2017 and 2016, respectively. We have seen increased traction with enterprise customers, a testament to our success and ability to grow. As of June 30, 2019, the average ARR of our enterprise customers, defined as having 5,000 or more employees, was approximately $200,000, which has increased from approximately $120,000 as of December 31, 2017. The average ARR of our mid-market customers, defined as having between 1,000 and 5,000 employees, was approximately $140,000, which has increased from approximately $70,000 as of December 31, 2017. No customer, including any group of customers under common control or customers that are affiliates of each other, represented more than 10% of our revenue in 2017 or 2018.

Representative customers by industry vertical are listed below:

Consumer & Retail	Financial Services	Industrial, Transportation & Healthcare
Delivery Hero	Coinbase	BrightInsight, a Flex Company
Expedia Group	Credit Suisse	Haier U.S. Solutions
GrubHub	Donnelley Financial Solutions (DFIN)	Maersk Group
Instacart	HSBC	Qantas
Mercado Libre	IHS Markit	PSEG
Nextdoor	Jefferies	ServiceMaster
Peloton	Morgan Stanley	SHARE NOW
Ring	Nasdaq	SNCF
Starbucks	RBC	TELUS Health
TrueCar	S&P Global	Trimble
Wayfair	Thomson Reuters	UnitedHealth Group/Optum
		Wabtec Corporation

Media, Entertainment & Telecommunications	Technology
BuzzFeed	Aspect Software
Comcast	Cvent
Condé Nast	Dropbox
Dow Jones	Evernote
Hearst	HashiCorp
Hulu	Lenovo
KDDI Corporation	Looker
News Corp UK & Ireland	PagerDuty
Nielsen	Pegasystems
Schibsted Media Group	Pivotal Software
Telstra	Salesforce
Vodafone	Samsung Electronics
	Twilio
	Zendesk

Customer Case Studies

The following are representative examples of how some of our customers have benefitted from using Datadog:

Coinbase

Industry: Financial Services
Products Used: Infrastructure, APM
Customer Since: 2018

Coinbase is a leading digital currency exchange with over 20 million users, encompassing consumers, advanced traders, businesses, and institutions. The company has facilitated the exchange of over $150 billion in currency to date. By the end of 2017, exploding interest in digital currencies led to a 60x surge in traffic to Coinbase's customer-facing applications, which severely strained the company's home-grown monitoring system. Coinbase required a monitoring and analytics solution that was capable of scaling with Coinbase's exponential growth.

In 2018, Coinbase chose Datadog to free engineers to focus on building new functionality, and provide a fast, secure, scalable, and usable monitoring tool that could handle future growth in transaction volumes.

Datadog was able to meet Coinbase's extremely rigorous security requirements, which contribute to the company's recognition as one of the most trusted digital currency exchanges. Today, Coinbase's more than 200 engineers use Datadog to provide timely and detailed insight into the health of their applications and infrastructure through robust dashboards and alerts. By helping Coinbase achieve its objectives for service reliability and quality, Datadog ensures positive user experiences and continued trust in Coinbase's platform.

Comcast

Industry: Media, Entertainment & Telecommunications
Products Used: Infrastructure, APM, Logs
Customer Since: 2017

Comcast Corporation is a global telecommunications and media conglomerate. The company is shifting more customer-facing, mission-critical applications to the cloud and also building new businesses powered by cloud infrastructure. These initiatives require robust cloud performance monitoring to reduce technology and business risk, enable system visibility, and improve team agility.

Since 2017, Datadog has empowered multiple Comcast businesses with a clear view into the underlying systems and applications that deliver an exceptional customer experience. The Comcast Timeline team leverages the Datadog platform to ensure its infrastructure, applications, and related logs are operating with the high performance required to support its business objectives. Comcast Digital Home has chosen Datadog for infrastructure and application monitoring in order to ensure the success of their growing Xhome and Xfi businesses. Beyond cloud infrastructure, Datadog has also worked with Comcast teams to provide visibility into on-premises infrastructures. In these cases and multiple others, Datadog has replaced time and labor-intensive solutions and enriched Comcast's monitoring and log management capabilities. Datadog has enabled Comcast technical teams to spend less time monitoring and troubleshooting and more time building new features and functionality that benefit customers.

Expedia

Industry: Consumer & Retail
Product(s) Used: Infrastructure
Customer Since: 2016

Expedia Group is the world's travel platform, with an extensive brand portfolio that includes some of the world's most trusted online travel brands. Vrbo, an Expedia Group brand which represents the alternative accommodations and vacation rental market, required a robust monitoring tool to enable DevOps practices in its large engineering organization.

In 2016, Vrbo integrated Datadog's platform into all aspects of its product, data, and data science platforms powering thousands of microservices emitting over fifty billion streaming events per day in both cloud and hybrid environments. Today, over 700 engineers extensively leverage Datadog to enable a quick to fix and first to know philosophy.

HSBC

Industry: Financial Services
Product Used: Infrastructure
Customer Since: 2018

HSBC is one of the world's largest banking and financial services institutions. The company is migrating existing mission-critical, customer-facing applications to a modern, dynamic on-premises application hosting environment, and required a modern monitoring solution to ensure the success of this initiative.

In 2018, HSBC selected Datadog to replace legacy infrastructure monitoring tools in its emerging application platform. This use has expanded to monitor the entire infrastructure which hosts 12,000 key banking applications. Several factors differentiated Datadog for HSBC: out-of-the-box dashboards and visualizations, fully-supported cloud and PaaS integrations, and ease of use. Datadog is helping to drive a collaborative culture among technical teams, and freeing up time and resources to build new capabilities.

News Corp UK & Ireland

Industry: Media, Entertainment & Telecommunications
Product(s) Used: Infrastructure, Logs
Customer Since: 2018

News Corp UK & Ireland (News UK) is a major media business and owner of several of the most popular newspapers and news sites in the UK. The company's digital platforms serve millions of users, and this already high level of traffic increases substantially during major events like the Royal Wedding and the World Cup. In order to satisfy millions of users, the company's platforms need to be fast, reliable, and agile.

In 2018, News UK adopted Datadog's Infrastructure Monitoring platform for detailed visibility into their new cloud infrastructure and to support DevOps practices. Later that year, News UK added Datadog's Log Management capabilities to facilitate faster and more effective troubleshooting. By embracing Datadog as a central monitoring platform, the News UK technical team is saving money, reducing risk, and innovating and troubleshooting faster.

Peloton

Industry: Consumer & Retail
Products Used: Infrastructure, APM
Customer Since: 2013

Peloton brings the energy and benefits of group fitness into the home, by combining advanced technology, media, and equipment. In order to create the engagement and energy of a live exercise class, Peloton needs to deliver a high-quality video feed and real-time stats to their rapidly growing user base, and minimize any perceived lag.

In 2013, Peloton adopted Datadog's Infrastructure Monitoring platform to alert on availability and performance issues in the cloud infrastructure supporting their core application. The company also uses Datadog to collect custom user-experience metrics from the in-home equipment, such as video lag and wi-fi strength. And, in 2017, Peloton added Datadog's APM capabilities to continuously identify and eliminate slowness and inefficiencies in their core application. The insight Datadog provides has helped Peloton's engineers scale their business rapidly and improve the user experience at the same time. For example, using Datadog, Peloton was able to cut the response time when users search for a class by a factor of four. Within the first 30-45 days of using the platform, engineers were able to identify the top user requests that were having performance issues and reduced response time by 80-90%.

Starbucks

Industry: Consumer & Retail
Products Used: Infrastructure, APM, Logs
Customer Since: 2017

Starbucks is the world's largest coffee company. The company's app and loyalty program are widely recognized as among the most successful and innovative of major consumer brands. These increasingly critical digital customer touchpoints drive billions of dollars in sales and must be fast, highly reliable, and a source of business insight.

In 2017, Starbucks adopted Datadog's Infrastructure Monitoring platform to support their digital transformation. Since then, the company has added Datadog's APM and Log Management capabilities to ensure smooth digital customer experiences and fast deployment of new, innovative features. As Starbucks deploys new features and changes on the app, Datadog provides engineers immediate feedback on performance. With many ways for customers to pay (plastic cards, mobile payments, the Starbucks app, and third-party apps) Datadog collects crucial transaction data, allowing Starbucks to better understand the customer and ensure purchases are recognized through the rewards program. In all, there are currently over 100 Starbucks teams using Datadog to support the business.

Twilio

Industry: Technology
Product Used: Infrastructure
Customer Since: 2015

Twilio is the leading cloud platform that enables developers to embed communications channels like voice, text, chat, video, and email into their software. With thousands of microservices powering its platform, Twilio needed a solution to help their more than 100 engineering teams collect, analyze, and share vital performance metrics.

Twilio adopted Datadog's Infrastructure Monitoring platform in 2015 and their usage, as measured by hosts monitored, has grown more than 4x since then. The company leverages Datadog's hundreds of fully-supported technology integrations to ingest a tremendous amount of performance data, and then quickly process, visualize, and gain insight into their microservices. The Datadog platform has provided a single place for Twilio's technical teams to make sense of a very complex, high scale, and dynamic infrastructure environment, which ultimately helps Twilio provide reliable and innovative communications services to customers.

Wabtec Corporation

Industry: Industrial & Transportation
Products Used: Infrastructure, APM, Logs
Customer Since: 2018

Wabtec is a global digital industrial leader and supplier to the rail, mining, marine, stationary power, and drilling industries. The company has a large-scale initiative to migrate existing applications to the cloud and build new applications on the cloud. The company required a robust, cloud-native performance monitoring solution to ensure the success of this initiative.

In 2018, legacy GE Transportation, now a Wabtec company, adopted Datadog for Infrastructure Monitoring, APM, and Log Management in one platform. The detailed insight Datadog provides is enabling teams to migrate applications to the cloud on schedule and with minimal disruption. Datadog's ease of use is helping the company onboard new application development teams and helping to drive adoption of the new cloud environment. In addition, Datadog's native support for hundreds of popular, modern tools and services is enabling Wabtec developers to introduce new technologies with confidence.

Zendesk

Industry: Technology
Products Used: Infrastructure, APM, Logs
Customer Since: 2013

Zendesk's customer service and engagement products are powerful and flexible, and scale to meet the needs of any business. Zendesk serves businesses across hundreds of industries, with more than 145,000 paid customer

accounts offering service and support in over 30 languages. Zendesk's globally-distributed engineering teams had long selected their own performance monitoring tools, leading to tool sprawl, data silos, and monitoring gaps. In order to boost developer productivity and improve troubleshooting speed and effectiveness, Zendesk sought to consolidate its performance monitoring toolset.

In 2013, Zendesk invested in Datadog's Infrastructure Monitoring platform, and in 2018 adopted Datadog APM for code-level insight in one platform. Then, in 2019, Zendesk added Datadog's log management capabilities, bringing a third pillar of highly granular performance data onto the platform. Over the last six years, Zendesk has partnered with Datadog to serve their evolving needs. For example, Zendesk extensively uses Datadog APM and Log Management to find "needles in haystacks"—that is, to precisely pinpoint issues such as individual requests that are taking too long or utilizing too much infrastructure capacity. This data-driven insight gives teams specific guidance on how to improve the performance of their code, and also immediately see if changes and new deployments are working as expected. By embracing Datadog as a unified platform for insight on infrastructure, applications, and logs, Zendesk is enabling its more than 500 engineers to spend less time searching for solutions and more time building new functionality. Beyond being leveraged by engineers, Zendesk's support organization uses insights and information from Datadog to ensure a leading customer experience.

Our Technology

SaaS Platform

Our SaaS platform was purpose-built for scaling and leveraging modern technologies such as containers, microservices and serverless computing. This has informed many of the technology architectural decisions we have made for our platform and products, as we understand the complexity of operating in these dynamic environments. Our SaaS multi-tenant platform allows us to rapidly introduce new features required by today's rapidly changing technology environment. The result is an "always-on" service that provides customers with daily enhancements and unlimited capacity to take on new performance data that a customer opts to monitor and analyze with our platform, reducing the friction associated with onboarding.

Proprietary Data Storage System Drives Scalability

We built a proprietary data storage system that provides our platform with the scale to ingest, stream and analyze massive datasets in real time. Our platform is able to process and store several trillion events points a day in a highly performant manner through the use of our proprietary database architecture. This system allows for quick, behind-the-scenes querying of data at full granularity, and presents it to the user in real-time. Given the scale of our datasets we are able to drive better, more actionable, insights infrastructure, application and business performance.

One Data Model

We built Datadog to break the old model of siloed development and operations teams by making monitoring and monitoring data accessible to everyone in the organization. Every piece of data that is ingested by our platform is consistently tagged with metadata regardless of its type. This allows for different kinds of performance data, such as a log event and an application trace, to be queried together, correlated, alerted on, and visualized in a common user interface.

Enterprise-Grade Security and Compliance

We are committed to the security and privacy of our customers' data. Data submitted to the Datadog service by authorized users is considered confidential, is protected in transit across public networks and encrypted at rest. All data transmitted between Datadog and Datadog users is protected using Transport Layer Security and HTTP

Strict Transport Security. Additionally, we have continued to pursue independent third-party assessments and validations of our security and compliance capabilities, including through industry-standard reports like SOC 2 Type II. We have also completed a third-party HIPAA compliance assessment for the Log Management product.

Our Ecosystem

Datadog's client software, such as our agent, integration plugins, SDKs and documentation are licensed and developed as open source software. Our community is made up of thousands of developers, representing over 650 organizations, who contribute code and documentation to extend and improve upon Datadog's client software. In addition, we offer a free version of our software to reduce the friction of customer adoption and encourage developer utilization.

In addition to our own projects, Datadog is an active participant in upstream software projects, community foundations and standard bodies. Participation in these projects and advisory boards such as the Open-Tracing Specification Council, Kubernetes, Terraform, Istio and others, allows us to play an active role in driving these projects to meet our customers' monitoring needs and ensure integration with our own services.

We believe that participating in the open source community makes it easier for our customers to do business with us and enhances the attractiveness and depth of our offering. It allows our customers to more efficiently write their own integrations and increases the transparency of our technology that may be downloaded. Further, we believe it allows us to attract and retain talented engineers and strengthens our reputation within the developer community.

Sales and Marketing

Our sales team is segmented into four revenue-generating areas: an enterprise sales team that sells to large businesses; a high velocity inside-sales team that is focused on acquiring new customers; a customer success team that handles new customer on-boarding and expansions in existing customers; and a partner team that works with resellers, distributors and managed service providers. Each of these teams is further split regionally for geographic coverage across Americas, APAC and EMEA. The sales teams work with marketing to actively pursue leads generated from marketing programs and help take prospective customers through an evaluation and purchase process.

We sell to organizations of all sizes across a broad range of industries and make it easy for developers and IT operations teams to begin using our platform. As a result of the viral nature and ease of use of our platform, our products are able to capitalize on the decision-making power of the developer community to initially land with development and IT operation teams and then spread organically to broader teams. Our relationships within customer organizations often grow beyond the initial users of the technology to include senior technology and business decision-makers. We also engage with our customers on an ongoing basis through a customer success team, to ensure customer satisfaction and to help expand their usage of our platform. In addition, we have select resellers, managed service providers and partners who sell our products.

Our customer success team manages the relationships of our customers, primarily focused on those that come from the inside sales channel, and through partnership with the enterprise sales force. In addition to being a day-to-day contact for our customers, our customer success team drives renewals, upsells and cross-sells. As key drivers of our land-and-expand business model, customer success employees ensure customers are receiving value from our platform, while supporting a growing relationship over time through increased usage of our platform and adoption of newer platform products.

We focus our multi-touch marketing efforts on the strength of our product innovation, the value we provide and our domain expertise. We target the development and IT operations community through our marketing activities, using diverse tactics to connect with prospective customers, such as content marketing, email

marketing, events, digital advertising, social media, public relations, partner marketing and community initiatives. We offer prospective customers free trials to help them understand the power of our platform. Once a prospective customer is trialing Datadog, our sales efforts aim to land an initial purchase, which we then work to expand into broader use cases, increased environment footprints and new product adoption. We also host and present at regional, national and global events, including our Dash conference, to engage both customers and prospects, deliver product training, share best practices and foster community. Our technical leaders and evangelists frequently speak as subject matter experts at market-leading developer events such as DevOpsDays and AWS re:Invent.

As of June 30, 2019, we had 474 employees in our sales and marketing organization, including sales development, field sales, sales engineering, business development, sales operations, sales strategy, customer success and marketing personnel. We intend to continue to invest in our sales and marketing capabilities to capitalize on our market opportunity.

Research and Development

Our research and development organization is responsible for the design, development, testing and delivery of new technologies, features and integrations of our platform, as well as the continued improvement and iteration of our existing products. It is also responsible for operating and scaling our platform including the underlying cloud infrastructure. Our most significant investments are in research and development to drive core technology innovation and bring new products to market. Research and development employees are located primarily in our New York and Paris offices, as well as remotely distributed.

Our research and development team consists of our software engineering, user experience, product management, development and site reliability engineering teams. As of June 30, 2019, we had 462 employees in our research and development organization. We intend to continue to invest in our research and development capabilities to extend our platform and products.

Our Competition

The worldwide monitoring and analytics market is and has been highly competitive for decades and is rapidly evolving. We compete on the basis of a number of factors, including:

- ability to provide unified, real-time observability of IT environments;
- ability to operate in dynamic and elastic environments;
- extensibility across the enterprise, including development, operations and business users;
- propensity to enable collaboration between development, operations and business users;
- ability to monitor any combination of public clouds, private clouds, on-premise and multi-cloud hybrids;
- ability to provide advanced analytics and machine learning;
- ease of deployment, implementation and use;
- breadth of offering and key technology integrations;
- performance, security, scalability and reliability;
- quality of service and customer satisfaction;
- total cost of ownership; and
- brand recognition and reputation.

Our unified platform combines functionality from numerous traditional product categories, and hence we compete in each of these categories with different vendors:

- With respect to on-premise infrastructure monitoring, we compete with diversified technology companies and systems management vendors including IBM, Microsoft Corporation, Micro Focus International plc, BMC Software, Inc. and Computer Associates International, Inc.
- With respect to APM, we compete with Cisco Systems, Inc., New Relic, Inc. and Dynatrace Software Inc.
- With respect to Log management, we compete with Splunk Inc. and Elastic N.V.
- With respect to Cloud monitoring, we compete with native solutions from cloud providers such as Amazon.com, Inc. (AWS), Alphabet Inc. (GCP) and Microsoft Corporation (Azure).

Additionally, we compete with home-grown and open-source technologies across the categories described above. We believe that we compete favorably with respect to the factors listed above. However, many of our competitors have greater financial, technical and other resources, greater brand recognition, larger sales forces and marketing budgets, broader distribution networks, more diverse product and services offerings and larger and more mature intellectual property portfolios. They may be able to leverage these resources to gain business in a manner that discourages customers from purchasing our offerings. Furthermore, we expect that our industry will continue to attract new companies, including smaller emerging companies, which could introduce new offerings. We may also expand into new markets and encounter additional competitors in such markets.

Our Employees

As of June 30, 2019, we had 1,212 employees operating across 24 countries. None of our employees are represented by a labor union with respect to his or her employment. In certain countries in which we operate, such as France, we are subject to, and comply with, local labor law requirements, which may automatically make our employees subject to industry-wide collective bargaining agreements. We have not experienced any work stoppages and we consider our relations with our employees to be good.

Intellectual Property

Intellectual property rights are important to the success of our business. We rely on a combination of patent, copyright, trademark and trade secret laws in the United States and other jurisdictions, as well as license agreements, confidentiality procedures, non-disclosure agreements with third parties, and other contractual protections, to protect our intellectual property rights, including our proprietary technology, software, know-how and brand. We use open source software in our services. Our proprietary API and the agent used by customers to upload data to our platform are licensed by us on an open source basis.

As of June 30, 2019, we own three patent applications pending for examination in the United States and no non-U.S. patents or patent applications. The pending U.S. patent applications, if issued, would be scheduled to expire in 2038 and 2039. Despite our pending U.S. patent applications, there can be no assurance that our patent applications will result in issued patents. As of June 30, 2019, we own two registered trademarks in the United States and six registered trademarks in various non-U.S. jurisdictions. However, as we have expanded internationally, we have been unable to register or obtain the right to use the Datadog trademark in certain jurisdictions, and as we continue to expand may face similar issues in other jurisdictions.

Although we rely on intellectual property rights, including patents, copyrights, trademarks and trade secrets, as well as contractual protections to establish and protect our proprietary rights, we believe that factors such as the technological and creative skills of our personnel, creation of new services, features and functionality, and frequent enhancements to our platform are more essential to establishing and maintaining our technology leadership position.

We control access to and use of our proprietary technology and other confidential information through the use of internal and external controls, including contractual protections with employees, contractors, customers and partners. We require our employees, consultants and other third parties to enter into confidentiality and proprietary rights agreements and we control and monitor access to our software, documentation, proprietary technology and other confidential information. Our policy is to require all employees and independent contractors to sign agreements assigning to us any inventions, trade secrets, works of authorship, developments, processes and other intellectual property generated by them on our behalf and under which they agree to protect our confidential information. In addition, we generally enter into confidentiality agreements with our customers and partners. See the section titled “Risk Factors” for a more comprehensive description of risks related to our intellectual property.

Our Facilities

Our headquarters is located in New York City, where we lease approximately 97,000 square feet pursuant to three separate subleases. One of these subleases, for approximately 33,000 square feet, will expire in September 2022. The other two subleases, together for approximately 64,000 square feet, will expire in December 2023. We have other offices including Boston, Dublin and Paris. These offices are leased and we do not own any real property. We believe that our current facilities are adequate to meet our current needs.

Legal Proceedings

From time to time, we are involved in various legal proceedings arising from the normal course of business activities. We are not presently a party to any litigation the outcome of which, we believe, if determined adversely to us, would individually or taken together have a material adverse effect on our business, operating results, cash flows or financial condition. Defending such proceedings is costly and can impose a significant burden on management and employees. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

MANAGEMENT

The following table sets forth information for our executive officers and directors as of July 31, 2019:

Name	Age	Position
Executive Officers:		
Olivier Pomel	42	Chief Executive Officer, Co-Founder and Director
Alexis Lê-Quôc	44	President, Chief Technology Officer, Co-Founder and Director
Amit Agarwal	45	Chief Product Officer
David Obstler	59	Chief Financial Officer
Dan Fougere	48	Chief Revenue Officer
Laszlo Kopits	54	General Counsel
Non-Employee Directors:		
Michael Callahan	50	Director
Matthew Jacobson	35	Director
Dev Ittycheria	52	Director
Julie Richardson	56	Director
Shardul Shah	36	Director

Executive Officers

Olivier Pomel is one of the co-founders of our company and has served as our Chief Executive Officer and a member of our board of directors since June 2010. Prior to co-founding Datadog, Mr. Pomel was Vice President of Technology at Wireless Generation, Inc., a SaaS technology company, from 2002 until its acquisition by News Corp in 2010. Previously, Mr. Pomel held engineering positions at a number of technology and software companies, including IBM Research. Mr. Pomel received his M.S. in Computer Science from Ecole Centrale Paris. We believe Mr. Pomel is qualified to serve as a member of our board of directors because of his experience building and leading our business and his insight into corporate matters as our Chief Executive Officer.

Alexis Lê-Quôc is one of the co-founders of our company and has served as our President, Chief Technology Officer and a member of our board of directors since June 2010. Prior to co-founding Datadog, Mr. Lê-Quôc worked at Wireless Generation from March 2004 to December 2010, where he most recently served as Director of Live Operations. Previously, Mr. Lê-Quôc held engineering positions at a number of technology and software companies, including IBM Research and France Télécom S.A . Mr. Lê-Quôc received his M.S. in Computer Science from Centrale Supelec. We believe Mr. Lê-Quôc is qualified to serve as a member of our board of directors because of his experience building and leading the development of our technology and his insight into our business as our Chief Technology Officer.

Amit Agarwal has served as our Chief Product Officer since April 2012. Prior to Datadog, Mr. Agarwal held senior product management and engineering positions at a number of software companies, including Quest Software and IBM. Mr. Agarwal received his M.B.A. in General Management from York University and his M.S. in Computer Science from Dalhousie University.

David Obstler has served as our Chief Financial Officer since November 2018. Prior to joining us, Mr. Obstler held Chief Financial Officer positions at a number of other companies including TravelClick, Inc., a hospitality technology company, where he served from September 2014 to October 2018, OpenLink Financial LLC, a financial services software provider, where he served from November 2012 to July 2014, MSCI Inc., a financial index and investment management software company, where he served from June 2010 to September

2012, and Risk Metrics Group, Inc., a risk management and corporate governance service provider, where he served from January 2005 to June 2010. Earlier in his career, Mr. Obstler held various investment banking positions at J.P. Morgan, Lehman Brothers and Goldman Sachs. Mr. Obstler received his M.B.A. from Harvard Business School and his B.A. from Yale University.

Dan Fougere has served as our Chief Revenue Officer since February 2017. Prior to joining us, Mr. Fougere held various roles at Medallia, Inc., a SaaS-based customer feedback company, including Head of Global Sales from September 2016 to January 2017 and Vice President of Sales from April 2012 to August 2016. From April 2008 to April 2012, Mr. Fougere was Area Director at BMC Software, Inc., an information technology and services company. Earlier in his career, Mr. Fougere held sales positions at various technology companies including Actuate Corporation, BladeLogic Server Automation and Parametric Technology Corp. Mr. Fougere received his B.S. in Mechanical Engineering from Rensselaer Polytechnic Institute.

Laszlo Kopits has served as our General Counsel since January 2018, and prior to that as our Deputy General Counsel from February 2017. Mr. Kopits served as a Director of Fluence Learning, LLC, an education technology company producing instructional assessment content and technology, from April 2016 to August 2017. Previously, Mr. Kopits worked at Wireless Generation and, after its acquisition by News Corp., Amplify Education, Inc., where he served as General Counsel from January 2006 to December 2015, and most recently as Executive Vice President. Earlier in his career, Mr. Kopits held legal positions at Thomson Reuters Corp. and Weil Gotshal & Manges LLP. Mr. Kopits received his J.D. from Stanford Law School and his M.A. in International Relations from Johns Hopkins University.

Non-Employee Directors

Michael Callahan has served as a member of our board of directors since June 2011. Mr. Callahan served as Chief Executive Officer of Awake Security, Inc., a private cyber security company that he co-founded, from August 2014 to July 2018. From September 2011 to August 2014, Mr. Callahan was an Entrepreneur in Residence at Greylock Partners. Earlier in his career, Mr. Callahan was Chief Technologist for Enterprise NAS at Hewlett Packard from April 2007 to October 2009; Chief Technology Officer and co-founder of PolyServe, a software company, from May 2000 to April 2007; and Director of Advanced Development at Ask Jeeves, a search engine, from January 1999 to May 2000. Mr. Callahan received his A.B. in Social Studies from Harvard University and was a Rhodes Scholar and Junior Research Fellow in mathematics at the University of Oxford. We believe that Mr. Callahan is qualified to serve as a member of our board of directors because of his extensive experience in the technology industry.

Dev Ittycheria has served as a member of our board of directors since February 2014. Mr. Ittycheria has served as President and Chief Executive Officer of MongoDB, Inc. and as a member of its board of directors since September 2014. Prior to joining MongoDB, Mr. Ittycheria served as a Managing Director at OpenView Venture Partners, a venture capital firm, from October 2013 to September 2014. From February 2012 to June 2013, Mr. Ittycheria served as Venture Partner at Greylock Partners, a venture capital firm. From April 2008 to February 2010, Mr. Ittycheria served as President-Enterprise Management at BMC Software, Inc., a computer software company, which he joined in connection with its acquisition of BladeLogic, Inc., a computer software company that Mr. Ittycheria co-founded and for which he served as Chief Executive Officer. Mr. Ittycheria previously served on the board of directors of athenahealth, Inc., a public cloud-based services company, from June 2010 to February 2019; Bazaarvoice, Inc., a public software company, from January 2010 to August 2014; and AppDynamics, Inc., a private software company, from March 2011 until its acquisition by Cisco Systems, Inc. in March 2017. Mr. Ittycheria received his B.S. in Electrical Engineering from Rutgers University. We believe that Mr. Ittycheria is qualified to serve as a member of our board of directors because of his experience in building and leading high-growth businesses and his service on the boards of multiple public companies.

Matthew Jacobson has served as a member of our board of directors since July 2019, and previously served as a board observer from December 2015 through July 2019. He is a General Partner and a Managing Director at

ICONIQ Capital, an investment and venture capital firm, where he has worked since September 2013 and sits on the firm's investment and management committees. Mr. Jacobson currently serves on the boards of a number of private technology companies, including Snowflake Inc., GitLab Inc., Collibra NV, BambooHR LLC, Braze, Inc., Sprinklr Inc., Relativity ODA LLC, InVisionApp Inc., Highspot, Inc., Smile Family, Inc. d.b.a. SendBird, Inc. and Intercom Inc. Mr. Jacobson previously served on the board of directors of Twistlock Inc. from August 2018 to July 2019 and as a shareholder representative for Adyen NV from September 2015 to June 2018. Prior to ICONIQ Capital, Mr. Jacobson held operating roles at Groupon and investing roles at Battery Ventures and Technology Crossover Ventures. He began his career as an investment banker at Lehman Brothers. Mr. Jacobson received his B.S. in Economics with concentrations in Finance and Management from The Wharton School at the University of Pennsylvania. We believe that Mr. Jacobson is qualified to serve as a member of our board of directors because of his extensive experience in the venture capital and technology industries.

Julie G. Richardson has served as a member of our board of directors since May 2019. From November 2012 to October 2014, Ms. Richardson was a Senior Adviser to Providence Equity Partners LLC, a global asset management firm. From April 2003 to November 2012, Ms. Richardson was a Partner and Managing Director at Providence Equity, a private equity investment fund, and oversaw its New York office. Prior to Providence Equity, Ms. Richardson served as Global Head of JP Morgan's Telecom, Media and Technology Group, and was previously a Managing Director in Merrill Lynch & Co.'s investment banking group. Ms. Richardson has served on the board of directors of The Hartford Financial Group, a publicly held insurance and financial services company, since January 2014, VEREIT, Inc., a publicly held real estate investment operating property company, since April 2015, UBS Group AG, a publicly held financial services company, since May 2017, and Yext Inc., a technology and online brand management company, since May 2015. Ms. Richardson previously served on the boards of directors of Stream Global Services, Inc. from 2009 to 2012 and Arconic, Inc. from 2016 to 2018. Ms. Richardson holds a B.B.A from the University of Wisconsin Madison. We believe that Ms. Richardson is qualified to serve as a member of our board of directors because of her investment management and financial services experience, and her extensive experience serving on public company boards.

Shardul Shah has served as a member of our board of directors since November 2012. He is a partner at Index Ventures, a venture capital firm, where he has worked since 2008. Mr. Shah currently serves on the board of directors of a number of private technology companies, including AttackIQ, Inc., Brightback Inc., Castle Intelligence, Inc., and Iterable, Inc. Mr. Shah previously served on the board of directors of private technology companies Adallom Ltd., FutureSimple Inc. (previously Base CRM), Lacoon Mobile Security and SourceClear Inc. and is an observer at Outbrain Inc. Prior to Index Ventures, Mr. Shah began his career as an associate at Summit Partners, a venture capital fund, where he worked from July 2005 to January 2008. Mr. Shah received his B.A. in Economics and Biology from the University of Chicago. We believe that Mr. Shah is qualified to serve as a member of our board of directors because of his experience in the venture capital industry and his knowledge of infrastructure, security and software.

Composition of Our Board of Directors

Our business and affairs are managed under the direction of our board of directors. We currently have seven directors. All of our directors currently serve on the board of directors pursuant to the provisions of a voting agreement between us and certain of our investors including entities affiliated with Index Ventures, OpenView Venture Partners, ICONIQ Strategic Partners and RTP Ventures. Pursuant to the voting agreement, our Series A convertible preferred stockholders have the right to appoint two directors and our Series B convertible preferred stockholders have the right to appoint one director. The current members of our board of directors designated by our Series A convertible preferred stockholders are Matthew Jacobson and Shardul Shah. The current member of our board of directors designated by our Series B convertible preferred stockholders is Dev Ittycheria. This agreement will terminate upon the completion of this offering, after which there will be no further contractual obligations regarding the election of our directors. Following the completion of this offering, no stockholder will have any special rights regarding the election or designation of members of our board of directors. Our current directors will continue to serve as directors until their resignation, removal or successor is duly elected.

Our board of directors may establish the authorized number of directors from time to time by resolution. In accordance with our amended and restated certificate of incorporation that will be in effect on the completion of this offering, immediately after this offering, our board of directors will be divided into three classes with staggered three-year terms. At each annual general meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Our directors will be divided among the three classes as follows:

- the Class I directors will be and , whose terms will expire at the first annual meeting of stockholders to be held in 2020;
- the Class II directors will be and , whose terms will expire at the second annual meeting of stockholders to be held in 2021; and
- the Class III director will be , whose term will expire at the third annual meeting of stockholders to be held in 2022.

We expect that any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one third of the directors. The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change in control.

Director Independence

Our board of directors has undertaken a review of the independence of each director. Based on information provided by each director concerning her or his background, employment and affiliations, our board of directors has determined that , and do not have relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the listing standards. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our shares by each non-employee director and the transactions described in the section titled "Certain Relationships and Related Party Transactions."

Committees of Our Board of Directors

Our board of directors has established an audit committee and a compensation committee, and will establish a nominating and corporate governance committee prior to the completion of this offering. The composition and responsibilities of each of the committees of our board of directors are described below. Members serve on these committees until their resignation or until otherwise determined by our board of directors. Our board of directors may establish other committees as it deems necessary or appropriate from time to time.

Audit Committee

Our audit committee consists of Julie Richardson, Shardul Shah and Matthew Jacobson. Our board of directors has determined that satisfies the independence requirements under Nasdaq listing standards and Rule 10A-3(b)(1) of the Exchange Act. The chair of our audit committee is Julie Richardson, who our board of directors has determined is an "audit committee financial expert" within the meaning of SEC regulations. Each member of our audit committee can read and understand fundamental financial statements in accordance with applicable requirements. In arriving at these determinations, our board of directors has examined each audit committee member's scope of experience and the nature of their employment in the corporate finance sector.

The principal duties and responsibilities of our audit committee include, among other things:

- selecting a qualified firm to serve as the independent registered public accounting firm to audit our financial statements;

- helping to ensure the independence and performance of the independent registered public accounting firm;
- helping to maintain and foster an open avenue of communication between management and the independent registered public accounting firm;
- discussing the scope and results of the audit with the independent registered public accounting firm, and reviewing, with management and the independent accountants, our interim and year-end operating results;
- developing procedures for employees to submit concerns anonymously about questionable accounting or audit matters;
- reviewing our policies on risk assessment and risk management;
- reviewing related party transactions;
- obtaining and reviewing a report by the independent registered public accounting firm at least annually, that describes its internal quality-control procedures, any material issues with such procedures, and any steps taken to deal with such issues when required by applicable law; and
- approving (or, as permitted, pre-approving) all audit and all permissible non-audit services to be performed by the independent registered public accounting firm.

Our audit committee will operate under a written charter, to be effective prior to the completion of this offering, that satisfies the applicable listing standards of Nasdaq.

Compensation Committee

Our compensation committee consists of Michael Callahan, Dev Ittycheria and Julie Richardson. The chair of our compensation committee is Michael Callahan. Our board of directors has determined that each of and is independent under Nasdaq listing standards, a "non-employee director" as defined in Rule 16b-3 promulgated under the Exchange Act.

The principal duties and responsibilities of our audit committee include, among other things:

- approving the retention of compensation consultants and outside service providers and advisors;
- reviewing and approving, or recommending that our board of directors approve, the compensation, individual and corporate performance goals and objectives and other terms of employment of our executive officers, including evaluating the performance of our chief executive officer and, with his assistance, that of our other executive officers;
- reviewing and recommending to our board of directors the compensation of our directors;
- administering our equity and non-equity incentive plans;
- reviewing our practices and policies of employee compensation as they relate to risk management and risk-taking incentives;
- reviewing and evaluating succession plans for the executive officers;
- reviewing and approving, or recommending that our board of directors approve, incentive compensation and equity plans; and
- reviewing and establishing general policies relating to compensation and benefits of our employees and reviewing our overall compensation philosophy.

Our compensation committee will operate under a written charter, to be effective prior to the completion of this offering, that satisfies the applicable listing standards of Nasdaq.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee will consist of Matthew Jacobson, Dev Ittycheria and Shardul Shah. The chair of our nominating and corporate governance committee will be Matthew Jacobson. Our board of directors has determined that each member of the nominating and corporate governance committee is independent under Nasdaq listing standards.

The nominating and corporate governance committee's responsibilities include, among other things:

- identifying, evaluating, and selecting, or recommending that our board of directors approve, nominees for election to our board of directors and its committees;
- approving the retention of director search firms;
- evaluating the performance of our board of directors and of individual directors;
- considering and making recommendations to our board of directors regarding the composition of our board of directors and its committees;
- evaluating the adequacy of our corporate governance practices and reporting; and
- overseeing an annual evaluation of the board's performance.

Our nominating and corporate governance committee will operate under a written charter, to be effective prior to the completion of this offering, that satisfies the applicable listing standards of Nasdaq.

Code of Conduct

We have adopted a Code of Conduct that applies to all our employees, officers and directors. This includes our principal executive officer, principal financial officer and principal accounting officer or controller, or persons performing similar functions. The full text of our Code of Conduct will be posted on our website at www.datadog.com. We intend to disclose on our website any future amendments of our Code of Conduct or waivers that exempt any principal executive officer, principal financial officer, principal accounting officer or controller, persons performing similar functions or our directors from provisions in the Code of Conduct. Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus, and you should not consider information on our website to be part of this prospectus.

Compensation Committee Interlocks and Insider Participation

None of the members of the compensation committee are currently, or have been at any time, one of our officers or employees. None of our executive officers currently serve, or have served during the last year, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Non-Employee Director Compensation

The following table sets forth information regarding compensation earned by or paid to our non-employee directors for the year ended December 31, 2018:

Name	Fees Earned or Paid in Cash	Option Awards(1)	Total
Michael Callahan	$ —	$ —	$ —
Dev Ittycheria	—	814,399	814,399
Matthew Jacobson(2)	—	—	—
Julie Richardson	—	—	—
Shardul Shah	—	—	—
Kirill Sheynkman(3)	—	—	—

(1) Amount reported represent the aggregate grant date fair value of stock options granted to our directors during 2018 under our 2012 Plan, computed in accordance with Financial Accounting Standard Board Accounting Standards Codification, Topic 718, or ASC Topic 718. The assumptions used in calculating the grant date fair value of the stock options reported in this column are set forth in the notes to our audited consolidated financial statements included elsewhere in this prospectus. This amount does not reflect the actual economic value that may be realized by the non-employee director.
(2) Mr. Jacobson joined our board of directors in July 2019.
(3) Mr. Sheynkman resigned from our board of directors in July 2019.

Each of Mr. Pomel, our co-founder and Chief Executive Officer, and Mr. Lê-Quôc, our co-founder, President and Chief Technology Officer, is also a member of our board of directors but does not receive any additional compensation for his service as a director. See the section titled “Executive Compensation” for more information regarding the compensation earned by these executive officers.

We intend to adopt a non-employee director compensation policy in connection with this offering and on terms to be determined by our board of directors. Under the non-employee director policy, our non-employee directors will be eligible to receive compensation for service on our board of directors and committees of our board of directors.

EXECUTIVE COMPENSATION

Our named executive officers, consisting of our principal executive officer and the next two most highly compensated executive officers, as of December 31, 2018, were:

- Olivier Pomel, Co-Founder and Chief Executive Officer;
- David Obstler, Chief Financial Officer; and
- Laszlo Kopits, General Counsel

2018 Summary Compensation Table

The following table presents all of the compensation awarded to or earned by or paid to our named executive officers for the year ended December 31, 2018.

Name and Principal Position	Salary	Bonus(1)	Option Awards(2)	Non-Equity Incentive Plan Compensation(3)	All Other Compensation(4)	Total
Olivier Pomel *Co-Founder and Chief Executive Officer*	$300,000	$ —	$ —	$ 147,791	$ 240	$ 448,031
David Obstler *Chief Financial Officer*	58,333(5)	60,000	7,449,033	51,727	129	7,619,222
Laszlo Kopits *General Counsel*	299,391	—	732,649	62,500	552	1,095,092

(1) Amounts shown represent a one-time signing bonus awarded to Mr. Obstler.
(2) Amounts reported represents the aggregate grant date fair value of stock options granted to our executive officer during 2018 under our 2012 Plan, computed in accordance with ASC Topic 718. The assumptions used in calculating the grant date fair value of the stock options reported in this column are set forth in the notes to our audited consolidated financial statements included elsewhere in this prospectus. This amount does not reflect the actual economic value that may be realized by the executive officer.
(3) Amounts shown represent the executive officers' total bonuses earned for 2018 based on the achievement of company performance goals as determined by our board of directors.
(4) Amounts shown represent life insurance premiums paid by us on behalf of the executive officer.
(5) Mr. Obstler joined us in November 2018. Amount represents the pro rata portion of his 2018 annual base salary as set forth in the section titled "—Employment Arrangements."

Outstanding Equity Awards as of December 31, 2018

The following table sets forth certain information about outstanding equity awards granted to our named executive officers that remain outstanding as of December 31, 2018.

	Option Awards(1)				
Name	Grant Date(1)	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Option Exercise Price	Option Expiration Date
Olivier Pomel	10/27/2015	1,502,400	—	$ 0.92	10/26/2025
	10/25/2017	189,000	243,000(2)	2.7275	10/24/2027
David Obstler	9/6/2018	400,000(3)	—	4.65	9/5/2028
Laszlo Kopits	10/25/2017	11,664	28,336(4)	2.7275	10/24/2027

(1) All option awards listed in this table were granted pursuant to our 2012 Plan, the terms of which are described below under " —Equity Incentive Plans—2012 Equity Incentive Plan."
(2) 25% of the shares underlying this option vested on March 1, 2018, with the remaining shares vesting in equal monthly installments over the next three years, subject to the executive officer's continuous service through each such vesting date.
(3) 25% of the shares underlying this option vest on September 6, 2019, with the remaining shares vesting in equal monthly installments over the next three years, subject to the executive officer's continuous service through each such vesting date. This option is immediately exercisable, subject to our right to repurchase unvested shares in the event that Mr. Obstler's employment with us terminates.
(4) 25% of the shares underlying this option vested on October 1, 2018, with the remaining shares vesting in equal monthly installments over the next three years, subject to the executive officer's continuous service through each such vesting date.

Employment Arrangements

We have entered into offer letters with each of our named executive officers, the terms of which are described below. Each of our named executive officers has also executed our standard form of proprietary information and inventions agreement.

Olivier Pomel. In 2011, we entered into an offer letter with Olivier Pomel, our Chief Executive Officer. The offer letter has no specific term and provides for at-will employment. Mr. Pomel's current annual base salary is $300,000.

David Obstler. In 2018, we entered into an offer letter with David Obstler, our Chief Financial Officer. The offer letter has no specific term and provides for at-will employment. Mr. Obstler's current annual base salary is $350,000, and he is currently eligible for a target annual discretionary performance bonus of up to 60% of his annual base salary, based on individual and corporate performance goals. In addition, pursuant to the terms of Mr. Obstler's offer letter, we paid him a one-time signing bonus of $60,000, which bonus Mr. Obstler must fully repay if he resigns without "good reason" or we terminate his employment for "cause" (each as defined in his offer letter), in each case prior to completing 12 months of service with us.

Under Mr. Obstler's offer letter, if he resigns for good reason or we terminate his employment other than for cause, death or "permanent disability" (as defined in his offer letter), then Mr. Obstler will be eligible to receive the following severance benefits (less applicable tax withholdings): (1) six months of base salary paid in accordance with our regular payroll practices; (2) a prorated target bonus for the greater of the portion of the applicable calendar year during which he was employed or six months, payable pro rata over the six month severance period; and (3) payment on his behalf of the premiums for him and his eligible dependents to continue coverage under our group health plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 for a period of up to six months following the date his employment terminates. As a condition to receiving the severance benefits above, Mr. Obstler must sign and not revoke a general release agreement in a form reasonably acceptable to us within the time period set forth in his offer letter. Further, if Mr. Obstler resigns for good reason or we terminate Mr. Obstler's employment without cause, in either case within 12 months of a change in control, 100% of the shares subject to the option granted to him in September 2018 will vest and become exercisable. In addition, if the unvested portion of such option is cancelled without payment or issuance of substitute options upon the closing of a change in control, Mr. Obstler will become entitled to receive a cash payment equal to the amount, if any, that he would have received as a cash-out payment at the closing of such transaction as if the unvested portion of the option had been vested at such closing.

Laszlo Kopits. In 2017, we entered into an offer letter with Laszlo Kopits, our General Counsel. The offer letter has no specific term and provides for at-will employment. Mr. Kopits's current annual base salary is $300,000.

Equity Incentive Plans

2019 Equity Incentive Plan

Our board of directors adopted our 2019 Plan in 2019, and we expect our stockholders to approve our 2019 Plan prior to the completion of this offering. Our 2019 Plan is a successor to and continuation of our 2012 Plan. Our 2019 Plan will become effective on the date of the underwriting agreement related to this offering. The 2019 Plan came into existence upon its adoption by our board of directors, but no grants will be made under the 2019 Plan prior to its effectiveness. Once the 2019 Plan is effective, no further grants will be made under the 2012 Plan.

Awards. Our 2019 Plan provides for the grant of incentive stock options, or ISOs, within the meaning of Section 422 of the Code to employees, including employees of any parent or subsidiary, and for the grant of nonstatutory stock options, or NSOs, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance awards and other forms of awards to employees, directors and consultants, including employees and consultants of our affiliates.

Authorized Shares. Initially, the maximum number of shares of our Class A common stock that may be issued under our 2019 Plan after it becomes effective will not exceed shares of our Class A common stock, which is the sum of (1) new shares of our Class A common stock, plus (2) an additional number of shares of our Class A common stock not to exceed shares of our Class A common stock, consisting of (A) shares that remain available for the issuance of stock awards under our 2012 Plan as of immediately prior to the time our 2019 Plan becomes effective and (B) shares subject to outstanding stock awards granted under our 2012 Plan that, on or after the 2019 Plan becomes effective, expire or otherwise terminate prior to exercise or settlement; are not issued because the stock award is settled in cash; are forfeited or repurchased because of the failure to vest; or are reacquired or withheld to satisfy a tax withholding obligation or the purchase or exercise price, if any, as such shares become available from time to time, provided that any such shares described in clauses (A) and (B) above that are shares of our Class B common stock will be added to the share reserve of our 2019 Plan as shares of our Class A common stock. In addition, the number of shares of our Class A common stock reserved for issuance under our 2019 Plan will automatically increase on January 1 of each year, starting on January 1, 2020 through January 1, 2029, in an amount equal to (1) 5% of the total number of shares of our common stock (both Class A and Class B) outstanding on December 31 of the preceding year, or (2) a lesser number of shares of our Class A common stock determined by our board of directors prior to the date of the increase. The maximum number of shares of our Class A common stock that may be issued on the exercise of ISOs under our 2019 Plan is shares.

Shares subject to stock awards granted under our 2019 Plan that expire or terminate without being exercised or otherwise issued in full or that are paid out in cash rather than in shares do not reduce the number of shares available for issuance under our 2019 Plan. Shares withheld under a stock award to satisfy the exercise, strike or purchase price of a stock award or to satisfy a tax withholding obligation do not reduce the number of shares available for issuance under our 2019 Plan. If any shares of our Class A common stock issued pursuant to a stock award are forfeited back to or repurchased or reacquired by us (1) because of the failure to vest, (2) to satisfy the exercise, strike or purchase price, or (3) to satisfy a tax withholding obligation in connection with an award, the shares that are forfeited or repurchased or reacquired will revert to and again become available for issuance under the 2019 Plan. Any shares previously issued which are reacquired in satisfaction of tax withholding obligations or as consideration for the exercise or purchase price of a stock award will again become available for issuance under the 2019 Plan.

Plan Administration. Our board of directors, or a duly authorized committee of our board of directors, will administer our 2019 Plan and is referred to as the "plan administrator" herein. Our board of directors may also delegate to one or more of our officers the authority to (1) designate employees (other than officers) to receive specified stock awards and (2) determine the number of shares subject to such stock awards. Under our 2019 Plan, our board of directors has the authority to determine award recipients, grant dates, the numbers and types of

stock awards to be granted, the applicable fair market value, and the provisions of each stock award, including the period of exercisability and the vesting schedule applicable to a stock award.

Under the 2019 Plan, the board of directors also generally has the authority to effect, with the consent of any materially adversely affected participant, (1) the reduction of the exercise, purchase, or strike price of any outstanding option or stock appreciation right; (2) the cancellation of any outstanding option or stock appreciation right and the grant in substitution therefore of other awards, cash, or other consideration; or (3) any other action that is treated as a repricing under generally accepted accounting principles.

Stock Options. ISOs and NSOs are granted under stock option agreements adopted by the plan administrator. The plan administrator determines the exercise price for stock options, within the terms and conditions of the 2019 Plan, provided that the exercise price of a stock option generally cannot be less than 100% of the fair market value of our Class A common stock on the date of grant. Options granted under the 2019 Plan vest at the rate specified in the stock option agreement as determined by the plan administrator.

The plan administrator determines the term of stock options granted under the 2019 Plan, up to a maximum of 10 years. Unless the terms of an optionholder's stock option agreement provide otherwise, if an optionholder's service relationship with us or any of our affiliates ceases for any reason other than disability, death, or cause, the optionholder may generally exercise any vested options for a period of three months following the cessation of service. This period may be extended in the event that exercise of the option is prohibited by applicable securities laws. If an optionholder's service relationship with us or any of our affiliates ceases due to death, or an optionholder dies within a certain period following cessation of service, the optionholder or a beneficiary may generally exercise any vested options for a period of 18 months following the date of death. If an optionholder's service relationship with us or any of our affiliates ceases due to disability, the optionholder may generally exercise any vested options for a period of 12 months following the cessation of service. In the event of a termination for cause, options generally terminate upon the termination date. In no event may an option be exercised beyond the expiration of its term.

Acceptable consideration for the purchase of our Class A common stock issued upon the exercise of a stock option will be determined by the plan administrator and may include (1) cash, check, bank draft or money order, (2) a broker-assisted cashless exercise, (3) the tender of shares of our Class A common stock previously owned by the optionholder, (4) a net exercise of the option if it is an NSO, or (5) other legal consideration approved by the plan administrator.

Unless the plan administrator provides otherwise, options and stock appreciation rights generally are not transferable except by will or the laws of descent and distribution. Subject to approval of the plan administrator or a duly authorized officer, an option may be transferred pursuant to a domestic relations order.

Tax Limitations on ISOs. The aggregate fair market value, determined at the time of grant, of our common stock with respect to ISOs that are exercisable for the first time by an award holder during any calendar year under all of our stock plans may not exceed $100,000. Options or portions thereof that exceed such limit will generally be treated as NSOs. No ISO may be granted to any person who, at the time of the grant, owns or is deemed to own stock possessing more than 10% of our total combined voting power or that of any of our parent or subsidiary corporations unless (1) the option exercise price is at least 110% of the fair market value of the stock subject to the option on the date of grant, and (2) the term of the ISO does not exceed five years from the date of grant.

Restricted Stock Unit Awards. Restricted stock unit awards are granted under restricted stock unit award agreements adopted by the plan administrator. Restricted stock unit awards may be granted in consideration for any form of legal consideration that may be acceptable to our board of directors and permissible under applicable law. A restricted stock unit award may be settled by cash, delivery of shares of our Class A common stock, a combination of cash and shares of our Class A common stock as determined by the plan administrator, or in any

other form of consideration set forth in the restricted stock unit award agreement. Additionally, dividend equivalents may be credited in respect of shares covered by a restricted stock unit award. Except as otherwise provided in the applicable award agreement, restricted stock unit awards that have not vested will be forfeited once the participant's continuous service ends for any reason.

Restricted Stock Awards. Restricted stock awards are granted under restricted stock award agreements adopted by the plan administrator. A restricted stock award may be awarded in consideration for cash, check, bank draft or money order, past services to us, or any other form of legal consideration that may be acceptable to our board of directors and permissible under applicable law. The plan administrator determines the terms and conditions of restricted stock awards, including vesting and forfeiture terms. If a participant's service relationship with us ends for any reason, we may receive any or all of the shares of Class A common stock held by the participant that have not vested as of the date the participant terminates service with us through a forfeiture condition or a repurchase right.

Stock Appreciation Rights. Stock appreciation rights are granted under stock appreciation right agreements adopted by the plan administrator. The plan administrator determines the strike price for a stock appreciation right, which generally cannot be less than 100% of the fair market value of our Class A common stock on the date of grant. A stock appreciation right granted under the 2019 Plan vests at the rate specified in the stock appreciation right agreement as determined by the plan administrator. Stock appreciation rights may be settled in cash or shares of our Class A common stock or in any other form of payment, as determined by our board of directors and specified in the stock appreciation right agreement.

The plan administrator determines the term of stock appreciation rights granted under the 2019 Plan, up to a maximum of 10 years. If a participant's service relationship with us or any of our affiliates ceases for any reason other than cause, disability, or death, the participant may generally exercise any vested stock appreciation right for a period of three months following the cessation of service. This period may be further extended in the event that exercise of the stock appreciation right following such a termination of service is prohibited by applicable securities laws. If a participant's service relationship with us, or any of our affiliates, ceases due to disability or death, or a participant dies within a certain period following cessation of service, the participant or a beneficiary may generally exercise any vested stock appreciation right for a period of 12 months in the event of disability and 18 months in the event of death. In the event of a termination for cause, stock appreciation rights generally terminate immediately upon the occurrence of the event giving rise to the termination of the individual for cause. In no event may a stock appreciation right be exercised beyond the expiration of its term.

Performance Awards. The 2019 Plan permits the grant of performance awards that may be settled in stock, cash or other property. Performance awards may be structured so that the stock or cash will be issued or paid only following the achievement of certain pre-established performance goals during a designated performance period. Performance awards that are settled in cash or other property are not required to be valued in whole or in part by reference to, or otherwise based on, our Class A common stock.

The performance goals may be based on any measure of performance selected by our board of directors. The performance goals may be based on company-wide performance or performance of one or more business units, divisions, affiliates, or business segments, and may be either absolute or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by our board of directors when the performance award is granted, our board of directors will appropriately make adjustments in the method of calculating the attainment of performance goals as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of any statutory adjustments to corporate tax rates; (5) to exclude the effects of items that are "unusual" in nature or occur "infrequently" as determined under generally accepted accounting principles; (6) to exclude the dilutive effects of acquisitions or joint ventures; (7) to assume that any portion of our business which is divested achieved performance objectives at targeted levels during the balance of a performance period following such divestiture; (8) to exclude the effect

of any change in the outstanding shares of our common stock (both Class A and Class B) by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (9) to exclude the effects of stock based compensation and the award of bonuses under our bonus plans; (10) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; and (11) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles.

Other Stock Awards. The plan administrator may grant other awards based in whole or in part by reference to our Class A common stock. The plan administrator will set the number of shares under the stock award (or cash equivalent) and all other terms and conditions of such awards.

Non-Employee Director Compensation Limit. The aggregate value of all compensation granted or paid to any non-employee director with respect to any calendar year, including awards granted and cash fees paid by us to such non-employee director, will not exceed (1) $750,000 in total value or (2) if such non-employee director is first appointed or elected to our board of directors during such calendar year, $1,000,000 in total value.

Changes to Capital Structure. In the event there is a specified type of change in our capital structure, such as a stock split, reverse stock split, or recapitalization, appropriate adjustments will be made to (1) the class and maximum number of shares reserved for issuance under the 2019 Plan, (2) the class and maximum number of shares by which the share reserve may increase automatically each year, (3) the class and maximum number of shares that may be issued on the exercise of ISOs, and (4) the class and number of shares and exercise price, strike price, or purchase price, if applicable, of all outstanding stock awards.

Corporate Transactions. The following applies to stock awards under the 2019 Plan in the event of a corporate transaction (as defined in the 2019 Plan), unless otherwise provided in a participant's stock award agreement or other written agreement with us or one of our affiliates or unless otherwise expressly provided by the plan administrator at the time of grant.

In the event of a corporate transaction, any stock awards outstanding under the 2019 Plan may be assumed, continued or substituted for by any surviving or acquiring corporation (or its parent company), and any reacquisition or repurchase rights held by us with respect to the stock award may be assigned to our successor (or its parent company). If the surviving or acquiring corporation (or its parent company) does not assume, continue or substitute for such stock awards, then (i) with respect to any such stock awards that are held by participants whose continuous service has not terminated prior to the effective time of the corporate transaction, or current participants, the vesting (and exercisability, if applicable) of such stock awards will be accelerated in full (or, in the case of performance awards with multiple vesting levels depending on the level of performance, vesting will accelerate at 100% of the target level) to a date prior to the effective time of the corporate transaction (contingent upon the effectiveness of the corporate transaction), and such stock awards will terminate if not exercised (if applicable) at or prior to the effective time of the corporate transaction, and any reacquisition or repurchase rights held by us with respect to such stock awards will lapse (contingent upon the effectiveness of the corporate transaction), and (ii) any such stock awards that are held by persons other than current participants will terminate if not exercised (if applicable) prior to the effective time of the corporate transaction, except that any reacquisition or repurchase rights held by us with respect to such stock awards will not terminate and may continue to be exercised notwithstanding the corporate transaction.

In the event a stock award will terminate if not exercised prior to the effective time of a corporate transaction, the plan administrator may provide, in its sole discretion, that the holder of such stock award may not exercise such stock award but instead will receive a payment equal in value to the excess (if any) of (i) the per share amount payable to holders of Class A common stock in connection with the corporate transaction, over (ii) any per share exercise price payable by such holder, if applicable. In addition, any escrow, holdback, earn out or

similar provisions in the definitive agreement for the corporate transaction may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of our Class A common stock.

Plan Amendment or Termination. Our board of directors has the authority to amend, suspend, or terminate our 2019 Plan at any time, provided that such action does not materially impair the existing rights of any participant without such participant's written consent. Certain material amendments also require the approval of our stockholders. No ISOs may be granted after the tenth anniversary of the date our board of directors adopts our 2019 Plan. No stock awards may be granted under our 2019 Plan while it is suspended or after it is terminated.

2019 Employee Stock Purchase Plan

Our board of directors adopted the 2019 Employee Stock Purchase Plan, or ESPP, on , 2019 and our stockholders approved the ESPP on , 2019. The ESPP will become effective immediately prior to and contingent upon the date of the underwriting agreement related to this offering. The purpose of the ESPP is to secure the services of new employees, to retain the services of existing employees and to provide incentives for such individuals to exert maximum efforts toward our success and that of our affiliates. The ESPP is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Code.

Share Reserve. Following this offering, the ESPP will authorize the issuance of shares of our common stock pursuant to purchase rights granted to our employees or to employees of any of our designated affiliates. The number of shares of our Class A common stock reserved for issuance will automatically increase on January 1 of each year, from January 1, 2020 through January 1, 2029, by the lesser of (1) 1% of the total number of shares of our Class A common stock and our Class B common stock outstanding on December 31 of the preceding calendar year, and (2) shares of our Class A common stock; *provided*, that prior to the date of any such increase, our board of directors may determine that such increase will be less than the amount set forth in clauses (1) and (2).

Administration. Our board of directors intends to delegate concurrent authority to administer the ESPP to our compensation committee. The ESPP is implemented through a series of offerings under which eligible employees are granted purchase rights to purchase shares of our Class A common stock on specified dates during such offerings. Under the ESPP, we may specify offerings with durations of not more than 27 months, and may specify shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of our Class A common stock will be purchased for employees participating in the offering. An offering under the ESPP may be terminated under certain circumstances.

Payroll Deductions. Generally, all regular employees, including executive officers, employed by us or by any of our designated affiliates, may participate in the ESPP and may contribute, normally through payroll deductions, up to 15% of their earnings (as defined in the ESPP) for the purchase of our Class A common stock under the ESPP. Unless otherwise determined by our board of directors, Class A common stock will be purchased for the accounts of employees participating in the ESPP at a price per share equal to the lower of (a) 85% of the fair market value of a share of our Class A common stock on the first trading date of an offering or (b) 85% of the fair market value of a share of our Class A common stock on the date of purchase.

Limitations. Employees may have to satisfy one or more of the following service requirements before participating in the ESPP, as determined by our board of directors, including: (1) being customarily employed for more than 20 hours per week; (2) being customarily employed for more than five months per calendar year; or (3) continuous employment with us or one of our affiliates for a period of time (not to exceed two years). No employee may purchase shares under the ESPP at a rate in excess of $25,000 worth of our common stock based on the fair market value per share of our common stock at the beginning of an offering for each year such a purchase right is outstanding. Finally, no employee will be eligible for the grant of any purchase rights under the ESPP if immediately after such rights are granted, such employee has voting power over 5% or more of our outstanding capital stock measured by vote or value pursuant to Section 424(d) of the Code.

Changes to Capital Structure. In the event that there occurs a change in our capital structure through such actions as a stock split, merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or similar transaction, the board of directors will make appropriate adjustments to (1) the number of shares reserved under the ESPP, (2) the maximum number of shares by which the share reserve may increase automatically each year, (3) the number of shares and purchase price of all outstanding purchase rights and (4) the number of shares that are subject to purchase limits under ongoing offerings.

Corporate Transactions. In the event of a corporate transaction (as defined in the ESPP), any then-outstanding rights to purchase our stock under the ESPP may be assumed, continued or substituted for by any surviving or acquiring entity (or its parent company). If the surviving or acquiring entity (or its parent company) elects not to assume, continue or substitute for such purchase rights, then the participants' accumulated payroll contributions will be used to purchase shares of our Class A common stock within 10 business days prior to such corporate transaction, and such purchase rights will terminate immediately.

ESPP Amendments, Termination. Our board of directors has the authority to amend or terminate our ESPP, provided that except in certain circumstances such amendment or termination may not materially impair any outstanding purchase rights without the holder's consent. We will obtain stockholder approval of any amendment to our ESPP, as required by applicable law or listing requirements.

2012 Equity Incentive Plan

Our board of directors adopted and our stockholders approved our 2012 Plan on November 7, 2012. Our 2012 Plan has been periodically amended, most recently in April 2018. Our 2012 Plan permits the grant of ISOs, NSOs, stock appreciation rights, restricted or unrestricted stock awards, phantom stock, restricted stock units, performance awards, and other stock-based awards. ISOs may be granted only to our employees and to any of our parent or subsidiary corporation's employees. All other awards may be granted to employees, directors and consultants of ours and to any of our parent or subsidiary corporation's employees or consultants. Our 2012 Plan will be terminated prior to the completion of this offering, and thereafter we will not grant any additional awards under our 2012 Plan. However, our 2012 Plan will continue to govern the terms and conditions of the outstanding awards previously granted thereunder.

As of June 30, 2019, stock options covering 11,539,501 shares of our Class B common stock with a weighted-average exercise price of $4.58 per share were outstanding, and 325,544 shares of our Class B common stock remained available for the future grant of awards under our 2012 Plan. Any shares of our Class B common stock remaining available for issuance under our 2012 Plan when our 2019 Plan becomes effective will become available for issuance under our 2019 Plan as shares of our Class A common stock. In addition, any shares subject to options that expire or terminate prior to exercise or are withheld to satisfy tax withholding obligations related to an option or the exercise price of an option will be added to the number of shares then available for issuance under our 2019 Plan as shares of our Class A common stock

Administration. Our board of directors or a committee delegated by our board of directors administers our 2012 Plan. Subject to the terms of our 2012 Plan, the administrator has the power to, among other things, determine the eligible persons to whom, and the times at which, awards will be granted, to determine the terms and conditions of each award (including the number of shares subject to the award, the exercise price of the award, if any, and when the award will vest and, as applicable, become exercisable), to modify or amend outstanding awards, or accept the surrender of outstanding awards and substitute new awards, to accelerate the time(s) at which an award may vest or be exercised, and to construe and interpret the terms of our 2012 Plan and awards granted thereunder.

Options. The exercise price per share of ISOs granted under our 2012 Plan must be at least 100% of the fair market value per share of our Class B common stock on the grant date. NSOs may be granted with a per share exercise price that is less than 100% of the per share fair market value of our Class B common stock. Subject to the provisions of our 2012 Plan, the administrator determines the other terms of options, including any vesting and exercisability requirements, the method of payment of the option exercise price, the option expiration date, and the period following termination of service during which options may remain exercisable.

Changes to Capital Structure. In the event there is a specified type of change in our capital structure, such as a stock dividend, stock split or reverse stock split, appropriate adjustments will be made to (1) the number of shares available for issuance under our 2012 Plan, and (2) the number of shares covered by and, as applicable, the exercise price of each outstanding award granted under our 2012 Plan.

Change in Control. In the event of a "change in control" (as defined in the 2012 Plan), our board of directors generally may take one or more of the following actions with respect to outstanding awards:

- arrange for the assumption, continuation or substitution of the award by the surviving or acquiring corporation (or its parent company);
- arrange for the assignment of any reacquisition or repurchase rights held by us to the surviving or acquiring corporation (or its parent company);
- accelerate the vesting and, if applicable, exercisability of the award and provide for its termination prior to the effective time of the change in control;
- arrange for the lapse of any reacquisition or repurchase rights held by us;
- cancel or arrange for the cancellation of the award in exchange for such cash consideration, if any, as our board of directors may deem appropriate; or
- make a payment equal to the excess of (1) the value of the property the participant would have received upon exercise of the award over (2) the exercise price or strike price otherwise payable in connection with the award.

Our board of directors is not obligated to treat all awards in the same manner.

However, if awards will not be continued, assumed or substituted in connection with the change in control, such awards will become fully vested and, if applicable, exercisable, immediately before the effective time of the change in control.

Plan Amendment or Termination. Our board of directors may amend, modify or terminate our 2012 Plan at any time. As discussed above, we will terminate our 2012 Plan prior to the completion of this offering and no new awards will be granted thereunder following such termination.

Limitations of Liability and Indemnification Matters

On the completion of this offering, our amended and restated certificate of incorporation will contain provisions that limit the liability of our current and former directors for monetary damages to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Such limitation of liability does not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated certificate of incorporation that will be in effect on the completion of this offering will authorize us to indemnify our directors, officers, employees and other agents to the fullest extent permitted by Delaware law. Our amended and restated bylaws that will be in effect on the completion of this offering will provide that we are required to indemnify our directors and officers to the fullest extent permitted by Delaware law and may indemnify our other employees and agents. Our amended and restated bylaws that will be in effect on the completion of this offering will also provide that, on satisfaction of certain conditions, we will advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law. We have entered and expect to continue to enter into agreements to indemnify our directors, executive officers and other employees as determined by the board of directors. With certain exceptions, these agreements provide for indemnification for related expenses including attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding. We believe that these amended and restated certificate of incorporation and amended and restated bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain customary directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted for directors, executive officers or persons controlling us, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Rule 10b5-1 Sales Plans

Our directors and officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell shares of our Class A common stock or Class B common stock on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades under parameters established by the director or officer when entering into the plan, without further direction from them. The director or officer may amend a Rule 10b5-1 plan in some circumstances and may terminate a plan at any time. Our directors and executive officers may also buy or sell additional shares outside of a Rule 10b5-1 plan when they do not possess of material nonpublic information, subject to compliance with the terms of our insider trading policy.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Other than compensation arrangements for our directors and executive officers, which are described elsewhere in this prospectus, below we describe transactions since January 1, 2016 to which we were a party or will be a party, in which:

- the amounts involved exceeded or will exceed $120,000; and
- any of our directors, executive officers or holders of more than 5% of our capital stock, or any member of the immediate family of, or person sharing the household with, the foregoing persons, had or will have a direct or indirect material interest.

Third-Party Tender Offer

In March 2019, we entered into an agreement with certain investors, including entities associated with T. Rowe Price Associates, Dragoneer Investment Group, Index Ventures, ICONIQ Capital Management and Institutional Venture Partners, pursuant to which we agreed to waive certain transfer restrictions in connection with, and assist in the administration of, a tender offer that such investors proposed to commence. In March 2019, these investors commenced a tender offer to purchase shares of our capital stock from certain of our stockholders at a price of $47.75 per share, pursuant to an offer to purchase to which we were not a party. In connection with the tender offer, and to the extent not already bound by such agreements, the investors signed a joinder to our investors' rights agreement and our voting agreement. These investors did not receive any rights or privileges beyond those afforded to all Class B stockholders. In addition, the shares purchased by the investors in the tender offer are subject to lock-up agreements that restrict their ability to transfer such shares for at least 180 days from the date of this prospectus and for 18 months from the date of this prospectus in the case of shares held by entities affiliated with Dragoneer Investment Group, Index Ventures, ICONIQ Capital Management and Institutional Venture Partners. See "Shares Eligible for Future Sale—Lock-Up Arrangements" for more information.

Olivier Pomel and Alexis Lê-Quôc, each of whom is a member of our board of directors, an executive officer and a beneficial holder of more than 5% of our outstanding capital stock, Kirill Sheynkman, who was a member of our board of directors at the time of the transaction, and Michael Callahan, who is currently a member of our board of directors, Laszlo Kopits, Amit Agarwal and Dan Fougere, each of whom is one of our executive officers, as well as certain of the Company's employees sold shares of our capital stock in the tender offer.

An aggregate of 4,788,957 shares of our capital stock were successfully tendered pursuant to the tender offer, of which Index Ventures and its affiliates collectively purchased 209,424 shares for an aggregate purchase price of approximately $10.0 million. Index Ventures and its affiliates are beneficial holders of more than 5% of our outstanding capital stock and Shardul Shah, a partner at Index Ventures, is a member of our board of directors.

Other Repurchases of Outstanding Stock

On January 29, 2016 we entered into a series of common stock repurchase agreements, pursuant to which we repurchased from existing investors an aggregate of 443,090 shares of our common stock, 399,239 of our Series C convertible preferred stock, 614,067 of our Series B convertible preferred stock, 39,833 of our Series A convertible preferred stock and 120,899 of our Series Seed convertible preferred stock at a purchase price of $27.52246 per share, for an aggregate consideration of about $44.5 million. The participants in this repurchase included certain beneficial owners of more than 5% of our capital stock and entities affiliated with certain of our directors, as set forth in the table below:

Participants	Number of Shares Repurchased	Series of Convertible Preferred Stock; Common Stock	Aggregate Purchase Price
Olivier Pomel	181,670	Common	$ 5,000,005
The Alexis Lê-Quôc Revocable Trust	181,670	Common	5,000,005
Amit Agarwal	45,000	Common	1,238,511
Michael Callahan	26,764	Series Seed Preferred	736,611
	23,236	Series A Preferred	639,512
Kirill Sheynkman	3,081	Series B Preferred	84,797
	1,395	Series C Preferred	38,394
Entities Associated with RTP Ventures(1)	610,986	Series B Preferred	16,815,838
	397,844	Series C Preferred	10,949,646

(1) Consists of (a) 610,986 shares of Series B convertible preferred stock held by ru-Net Technology Capital LP, (b) 232,877 shares of Series C convertible preferred stock held by ru-Net Technology Capital LP, and (c) 164,967 shares of Series C convertible preferred stock held by ru-Net Technology Capital AIV LP. Kirill Sheynkman, a former member of our board of directors, is the founder and Senior Managing Director of RTP Ventures.

Indemnification Agreements

Our amended and restated certificate of incorporation that will be in effect on the completion of this offering will contain provisions limiting the liability of directors, and our amended and restated bylaws that will be in effect on the completion of this offering will provide that we will indemnify each of our directors and officers to the fullest extent permitted under Delaware law. Our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect on the completion of this offering will also provide our board of directors with discretion to indemnify our employees and other agents when determined appropriate by the board. In addition, we have entered into an indemnification agreement with each of our directors and executive officers, which requires us to indemnify them. For more information regarding these agreements, see the section titled “Executive Compensation—Limitations of Liability and Indemnification Matters.”

Policies and Procedures for Transactions with Related Persons

Prior to the completion of this offering, we intend to adopt a policy that our executive officers, directors, nominees for election as a director, beneficial owners of more than 5% of any class of our common stock and any members of the immediate family of any of the foregoing persons are not permitted to enter into a related person transaction with us without the approval or ratification of our board of directors or our audit committee. Any request for us to enter into a transaction with an executive officer, director, nominee for election as a director, beneficial owner of more than 5% of any class of our common stock or any member of the immediate family of any of the foregoing persons, in which the amount involved exceeds $120,000 and such person would have a direct or indirect interest, must be presented to our board of directors or our audit committee for review, consideration and approval. In approving or rejecting any such proposal, our board of directors or our audit committee is to consider the material facts of the transaction, including whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related person’s interest in the transaction.

PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our shares as of June 30, 2019 by:

- each named executive officer;
- each of our directors;
- our directors and executive officers as a group; and
- each person or entity known by us to own beneficially more than 5% of our Class A common stock and Class B common stock (by number or by voting power).

We have determined beneficial ownership in accordance with the rules and regulations of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Except as indicated by the footnotes below, we believe, based on information furnished to us, that the persons and entities named in the table below have sole voting and sole investment power with respect to all shares that they beneficially own, subject to applicable community property laws.

Applicable percentage ownership before the offering is based on no shares of Class A common stock and 88,611,555 shares of Class B common stock outstanding as of June 30, 2019, assuming the automatic conversion of all outstanding shares of convertible preferred stock into an aggregate of 59,670,477 shares of Class B common stock, which will occur immediately prior to the completion of this offering. Applicable percentage ownership after the offering is based on (1) shares of Class A common stock and (2) shares of Class B common stock outstanding immediately after the completion of this offering, assuming no exercise by the underwriters of their option to purchase additional shares of Class A common stock from us. In computing the number of shares beneficially owned by a person and the percentage ownership of such person, we deemed to be outstanding all shares subject to options held by the person that are currently exercisable, or exercisable or would vest based on service-based vesting conditions within 60 days of June 30, 2019. However, except as described above, we did not deem such shares outstanding for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, the address for each beneficial owner listed in the table below is c/o Datadog, Inc., 620 8th Avenue, 45th Floor, New York, New York 10018.

	Beneficial Ownership Before the Offering				Beneficial Ownership After the Offering				
	Class A Common Stock		Class B Common Stock	% of Total Voting Power Before the Offering	Class A Common Stock		Class B Common Stock	% of Total Voting Power After the Offering†	
Name of Beneficial Owner	Shares	%	Shares		Shares	%	Shares	%	Shares
5% Stockholders:									
Entities associated with Index Ventures(1)	—	—	17,833,359	20.1%					
Entities associated with OpenView Venture Partners(2)	—	—	14,134,292	16.0					
Entities associated with ICONIQ Strategic Partners(3)	—	—	10,048,655	11.3					
Entities associated with RTP Ventures(4)	—	—	7,292,720	8.2					
Directors and Named Executive Officers:									
Olivier Pomel(5)	—	—	12,705,118	14.1					
Alexis Lê-Quôc(6)	—	—	8,051,388	8.9					
David Obstler(7)	—	—	900,000	1.0					
Laszlo Kopits(8)	—	—	175,832	*					
Michael Callahan(9)	—	—	366,554	*					
Dev Ittycheria(10)	—	—	622,591	*					
Julie Richardson(11)	—	—	50,000	*					
Shardul Shah	—	—	—	—					
Kirill Sheynkman(12)	—	—	16,378	*					
All directors and executive officers as a group (11 persons) (13)	—	—	25,623,390	28.4					

* Represents beneficial ownership of less than 1%.

† Percentage of total voting power represents voting power with respect to all shares of our Class A and Class B common stock, as a single class. The holders of our Class B common stock are entitled to ten votes per share, and holders of our Class A common stock are entitled to one vote per share. See the section titled "Description of Capital Stock—Class A Common Stock and Class B Common Stock" for additional information about the voting rights of our Class A and Class B common stock.

(1) Consists of (a) 12,971,912 shares of Class B common stock held by Index Ventures VI (Jersey), L.P., (b) 4,365,618 shares of Class B common stock held by Index Ventures Growth III (Jersey), L.P., (c) 261,840 shares of Class B common stock held by Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P., (d) 66,476 shares of Class B common stock held by Yucca (Jersey) SLP (Index Ventures Growth III co-investment scheme) and (e) 167,513 shares of Class B common stock held by Yucca (Jersey) SLP (Index Ventures co-investment scheme). Index Venture Associates VI Limited is the managing general partner of Index Ventures VI (Jersey), L.P. and Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P., Index Venture Growth Associates III Limited is the managing general partner of Index Ventures Growth III (Jersey) L.P. which limited partnerships ("the Funds") together with Yucca (Jersey) SLP are the Index Venture Entities. Yucca (Jersey) SLP is the administrator of the Index co-investment vehicles that are contractually required to mirror the relevant Funds' investment. David Hall, Phil Balderson, Ian Henderson, Nigel Greenwood and Sinéad Meehan are the members of the board of directors of Index Venture Associates VI Limited and may be deemed to have shared voting, investment and dispositive power with respect to the shares held by this entity. David Hall, Phil Balderson, Ian Henderson, Nigel Greenwood and Sinéad Meehan are the members of the board of directors of Index Venture Growth Associates III Limited and may be deemed to have shared voting, investment and dispositive power with respect to the shares held by this entity. These individuals disclaim beneficial ownership with respect to such shares except to the extent of their pecuniary interest therein. The address of each of these entities is 5th Floor, 44 Esplanade, St Helier, Jersey JE1 3FG, Channel Islands, except for Yucca (Jersey) SLP (Index Ventures co-investment scheme), the address of which is 44 Esplanade, St. Helier, Jersey JE4 9WG.

(2) Consists of (a) 13,602,760 shares of Class B common stock held by OpenView Venture Partners III, L.P. and (b) 531,532 shares of Class B common stock held by OpenView Affiliates Fund III, L.P. Blake Bartlett, Elizabeth Cain, John Craven, Daniel Demmer, Scott Maxwell, John McCullough, Devon McDonald and Richard Pelletier are members of the investment committee of OpenView Advisors, LLC and may be deemed to have shared voting, investment and dispositive power with respect to the shares held by these entities. The address of each of these entities is 303 Congress Street, Boston, MA 02210.

(3) Consists of (a) 3,777,808 shares of Class B common stock held by ICONIQ Strategic Partners II, L.P., or ICONIQ II, (b) 2,957,256 shares of Class B common stock held by ICONIQ Strategic Partners II-B, L.P., or ICONIQ II-B, (c) 1,373,420 shares of Class B common stock held by ICONIQ Strategic Partners II Co-Invest, L.P., DD Series, or ICONIQ DD, (d) 140,693 shares of Class B common stock held by ICONIQ Strategic Partners III, L.P., or ICONIQ III, (e) 141,209 shares of Class B common stock held by ICONIQ Strategic Partners III-B, L.P., or ICONIQ III-B, (f) 630,142 shares of Class B common stock held by ICONIQ Strategic Partners IV, L.P., or ICONIQ IV and (g) 1,028,127 shares of Class B common stock held by ICONIQ Strategic Partners IV-B, L.P., or ICONIQ IV-B. ICONIQ II, ICONIQ II-B, ICONIQ DD, ICONIQ III, ICONIQ III-B, ICONIQ IV and ICONIQ IV-B are the ICONIQ Entities. ICONIQ Strategic Partners II GP, L.P., or ICONIQ GP II, is the general partner of ICONIQ II, ICONIQ II-B and ICONIQ DD. ICONIQ Strategic Partners II TT GP, Ltd., or ICONIQ Parent GP II, is the general partner of ICONIQ GP II. ICONIQ Strategic Partners III GP, L.P., or ICONIQ GP III, is the general partner of ICONIQ III and ICONIQ III-B. ICONIQ Strategic Partners III TT GP, Ltd., or ICONIQ Parent GP III, is the general partner of ICONIQ GP III. ICONIQ Strategic Partners IV GP, L.P., or ICONIQ GP IV, is the general partner of ICONIQ IV and ICONIQ IV-B. ICONIQ Strategic Partners IV TT GP, Ltd., or ICONIQ Parent GP IV, is the general partner of ICONIQ GP IV. Divesh Makan and William Griffith are the sole equity holders and directors of ICONIQ Parent GP II, ICONIQ Parent GP III and ICONIQ Parent GP IV and may be deemed to have shared voting, investment and dispositive power with respect to the shares held by the ICONIQ Entities. The address of each of these entities is 394 Pacific Avenue, 2nd Floor, San Francisco, CA 94111.

(4) Consists of (a) 6,632,856 shares of Class B common stock held by ru-Net Technology Capital, L.P. and (b) 659,864 shares of Class B common stock held by ru-Net Technology Capital AIV, L.P. Ru-Net Technology Partners, LLC, or RTP Ventures, is the managing general partner of ru-Net Technology Capital, L.P. and ru-Net Technology Capital AIV, L.P., which limited partnerships together with RTP Ventures are the Ru-Net Entities. Kirill Sheynkman, Sabri Murat Bicer and Maria Krayukhina are members of RTP Ventures and may be deemed to have shared voting, investment and dispositive power with respect to the shares held by the Ru-Net Entities. This does not reflect the distribution of 6,092,198 shares, 18 shares, 161,253 shares and 379,387 shares by ru-Net Technology Capital, L.P. to its limited partners, Enfield Investments Holdings Corp., Maria Krajukhina, Sabri Murat Bicer and Kirill Sheynkman, respectively, on August 8, 2019. The address of each of these entities is 885 Third Ave, 24th floor, NY, NY 10022.

(5) Consists of (a) 4,387,988 shares of Class B common stock held by Mr. Pomel, (b) 1,500,000 shares of Class B common stock held by the Olivier Pomel 2018 GRAT, (c) 200,000 shares of Class B common stock held by the Pomel Descendants' 2018 Trust, (d) 200,000 shares of Class B common stock held by the Agathe Lê-Quôc 2018 Trust and 200,000 shares of Class B common stock held by the Artémis Lê-Quôc 2018 Trust, in each case, for which Mr. Pomel acts as trustee, (e) 1,736,400 shares of Class B common stock issuable upon the exercise of options, and (f) 4,453,730 shares of Class B common stock over which Mr. Pomel has voting power pursuant to an irrevocable proxy granted by certain of the investors who purchased shares in the third-party tender offer conducted in March 2019. See the section titled "Certain Relationships and Related Party Transactions—Third- Party Tender Offer."

(6) Consists of (a) 4,519,465 shares of Class B common stock held by the Alexis Lê-Quôc Revocable Trust, (b) 1,168,523 shares of Class B common stock held by the Alexis Lê-Quôc 2016 GRAT, (c) 200,000 shares of Class B common stock held by the Agathe Lê-Quôc 2018 Trust, (d) 200,000 shares of Class B common stock held by the Artémis Lê-Quôc 2018 Trust, (e) 200,000 shares of Class B common stock held by the Pomel Descendants' 2018 Trust, for which Mr. Lê-Quôc acts as trustee, and (f) 1,736,400 shares of Class B common stock issuable upon the exercise of options.

(7) Consists of (a) 393,750 shares of Class B common stock held by Mr. Obstler, (b) 206,250 shares of Class B common stock held by the David Obstler 2019 GRAT and (c) 300,000 shares of Class B common stock issuable upon the exercise of options.

(8) Consists of (a) 173,332 shares of Class B common stock held by Mr. Kopits and (b) 2,500 shares of Class B common stock issuable upon the exercise of options.

(9) Consists of (a) 365,234 shares of Class B common stock held by Mr. Callahan and (b) 1,320 shares of Class B common stock issuable upon the exercise of options.

(10) Consists of (a) 600,640 shares of Class B common stock held by Mr. Ittycheria and (b) 21,951 shares of Class B common stock issuable upon the exercise of options.

(11) Consists of 50,000 shares of Class B common stock issuable upon the exercise of options held by Ms. Richardson.

(12) Consists of 16,378 shares of Class B common stock held by Mr. Sheynkman.

(13) Consists of (a) 21,053,736 shares of Class B common stock and (b) 4,569,654 shares of Class B common stock issuable upon the exercise of options.

DESCRIPTION OF CAPITAL STOCK

General

The following description of our capital stock and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws are summaries and are qualified by reference to the amended and restated certificate of incorporation and the amended and restated bylaws that will be in effect on the completion of this offering. Copies of these documents have been filed with the SEC as exhibits to our registration statement, of which this prospectus forms a part. The descriptions of the common stock and preferred stock reflect changes to our capital structure that will be in effect on the completion of this offering.

On the completion of this offering, our amended and restated certificate of incorporation will provide for two classes of common stock: Class A common stock and Class B common stock. In addition, our amended and restated certificate of incorporation that will be in effect on the completion of this offering will authorize shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Upon the completion of this offering, our authorized capital stock will consist of 2,240,000,000 shares, all with a par value of $0.00001 per share, of which:

- 2,000,000,000 shares are designated Class A common stock;
- 220,000,000 shares are designated Class B common stock; and
- 20,000,000 shares are designated preferred stock.

As of June 30, 2019, we had outstanding:

- no shares of Class A common stock; and
- 88,611,555 shares of Class B common stock, which assumes the automatic conversion of 59,670,477 outstanding shares of convertible preferred stock into the same number of shares of Class B common stock, which will occur immediately prior to the completion of this offering.

Our outstanding capital stock was held by 1,393 stockholders of record as of June 30, 2019. Our board of directors is authorized, without stockholder approval except as required by the listing standards of Nasdaq, to issue additional shares of our capital stock.

Class A Common Stock and Class B Common Stock

Voting Rights

The Class A common stock is entitled to one vote per share on any matter that is submitted to a vote of our stockholders. Holders of our Class B common stock are entitled to ten votes per share on any matter submitted to our stockholders. Holders of shares of Class B common stock and Class A common stock will vote together as a single class on all matters (including the election of directors) submitted to a vote of stockholders, unless otherwise required by Delaware law.

Under Delaware law, holders of our Class A common stock or Class B common stock would be entitled to vote as a separate class if a proposed amendment to our amended and restated certificate of incorporation would increase or decrease the aggregate number of authorized shares of such class, increase or decrease the par value of the shares of such class, or alter or change the powers, preferences or special rights of the shares of such class so as to affect them adversely. As a result, in these limited instances, the holders of a majority of the Class A common stock could defeat any amendment to our amended and restated certificate of incorporation. For

example, if a proposed amendment of our amended and restated certificate of incorporation provided for the Class A common stock to rank junior to the Class B common stock with respect to (1) any dividend or distribution, (2) the distribution of proceeds were we to be acquired or (3) any other right, Delaware law would require the vote of the Class A common stock. In this instance, the holders of a majority of Class A common stock could defeat that amendment to our amended and restated certificate of incorporation.

Our amended and restated certificate of incorporation that will be in effect on the completion of this offering will not provide for cumulative voting for the election of directors.

Economic Rights

Except as otherwise will be expressly provided in our amended and restated certificate of incorporation that will be in effect on the completion of this offering or required by applicable law, all shares of Class A common stock and Class B common stock will have the same rights and privileges and rank equally, share ratably and be identical in all respects for all matters, including those described below.

Dividends and Distributions

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of Class A common stock and Class B common stock will be entitled to share equally, identically and ratably, on a per share basis, with respect to any dividend or distribution of cash or property paid or distributed by the company, unless different treatment of the shares of the affected class is approved by the affirmative vote of the holders of a majority of the outstanding shares of such affected class, voting separately as a class. See the section titled “Dividend Policy” for additional information.

Liquidation Rights

On our liquidation, dissolution or winding-up, the holders of Class A common stock and Class B common stock will be entitled to share equally, identically and ratably in all assets remaining after the payment of any liabilities, liquidation preferences and accrued or declared but unpaid dividends, if any, with respect to any outstanding preferred stock, unless a different treatment is approved by the affirmative vote of the holders of a majority of the outstanding shares of such affected class, voting separately as a class.

Change of Control Transactions

The holders of Class A common stock and Class B common stock will be treated equally and identically with respect to shares of Class A common stock or Class B common stock owned by them, unless different treatment of the shares of each class is approved by the affirmative vote of the holders of a majority of the outstanding shares of the class treated differently, voting separately as a class, on (a) the closing of the sale, transfer or other disposition of all or substantially all of our assets, (b) the consummation of a consolidation, merger or reorganization which results in our voting securities outstanding immediately before the transaction (or the voting securities issued with respect to our voting securities outstanding immediately before the transaction) representing less than a majority of the combined voting power of the voting securities of the company or the surviving or acquiring entity or (c) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons of securities of the company if, after closing, the transferee person or group would hold 50% or more of the outstanding voting power of the company (or the surviving or acquiring entity). However, consideration to be paid or received by a holder of common stock in connection with any such assets sale, consolidation, merger or reorganization under any employment, consulting, severance or other compensatory arrangement will be disregarded for the purposes of determining whether holders of common stock are treated equally and identically.

Subdivisions and Combinations

If we subdivide or combine in any manner outstanding shares of Class A common stock or Class B common stock, the outstanding shares of the other classes will be subdivided or combined in the same proportion and manner.

No Preemptive or Similar Rights

Our Class A common stock and Class B common stock are not entitled to preemptive rights, and are not subject to conversion, redemption or sinking fund provisions, except for the conversion provisions with respect to the Class B common stock described below.

Conversion

Each share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock. After the completion of this offering, on any transfer of shares of Class B common stock, whether or not for value, each such transferred share will automatically convert into one share of Class A common stock, except for certain transfers described in our amended and restated certificate of incorporation that will be in effect on the completion of this offering, including transfers for tax and estate planning purposes, so long as the transferring holder continues to hold sole voting and dispositive power with respect to the shares transferred.

Any holder's shares of Class B common stock will convert automatically into Class A common stock, on a one-to-one basis, upon the following: (1) sale or transfer of such share of Class B common stock; (2) the death of the Class B common stockholder; and (3) on the final conversion date, defined as the tenth anniversary of this offering.

Once transferred and converted into Class A common stock, the Class B common may not be reissued.

Fully Paid and Non-Assessable

In connection with this offering, our legal counsel will opine that the shares of our Class A common stock to be issued under this offering will be fully paid and non-assessable.

Preferred Stock

As of June 30, 2019, there were 59,670,477 shares of our convertible preferred stock outstanding. Immediately prior to the completion of this offering, each outstanding share of our convertible preferred stock will convert into one share of our Class B common stock.

On the completion of this offering and under our amended and restated certificate of incorporation that will be in effect on the completion of this offering, our board of directors may, without further action by our stockholders, fix the rights, preferences, privileges and restrictions of up to an aggregate of 20,000,000 shares of preferred stock in one or more series and authorize their issuance. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences and the number of shares constituting any series or the designation of such series, any or all of which may be greater than the rights of our Class A common stock or Class B common stock. Any issuance of our preferred stock could adversely affect the voting power of holders of our Class B common stock, and the likelihood that such holders would receive dividend payments and payments on liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change of control or other corporate action. On the completion of this offering, no shares of preferred stock will be outstanding. We have no present plan to issue any shares of preferred stock.

Options

As of June 30, 2019, we had outstanding options to purchase 11,539,501 shares of our common stock, with a weighted-average exercise price of approximately $4.58 per share, under our 2012 Plan.

Registration Rights

Stockholder Registration Rights

We are party to an investor rights agreement that provides that certain holders of our convertible preferred stock, including certain holders of at least 5% of our capital stock and entities affiliated with certain of our directors, have certain registration rights, as set forth below. This investor rights agreement was entered into in December 2015. In addition, certain holders of our convertible preferred stock have registration rights under the purchase agreement under which they originally purchased their convertible preferred stock. The registration of shares of our common stock by the exercise of registration rights described below would enable the holders to sell these shares without restriction under the Securities Act when the applicable registration statement is declared effective. We will pay the registration expenses, other than underwriting discounts and commissions, of the shares registered by the demand, piggyback and Form S-3 registrations described below.

Generally, in an underwritten offering, the managing underwriter, if any, has the right, subject to specified conditions, to limit the number of shares such holders may include. The demand, piggyback and Form S-3 registration rights described below will expire five years after the effective date of the registration statement, of which this prospectus is a part, or with respect to any particular stockholder, such time after the effective date of the registration statement that such stockholder (a) holds less than 1% of our outstanding common stock (including shares issuable on conversion of outstanding preferred stock) and (b) can sell all of its shares under Rule 144 of the Securities Act during any 90-day period.

Demand Registration Rights

The holders of an aggregate of 65,437,438 shares of our Class B common stock will be entitled to certain demand registration rights. At any time beginning 180 days after the completion of this offering, the holders of a majority of these shares may, on not more than one occasion, request that we register all or a portion of their shares. Such request for registration must cover shares with an anticipated aggregate offering price, net of underwriting discounts and commissions, of at least $10.0 million.

Piggyback Registration Rights

In connection with this offering, the holders of an aggregate of 65,437,438 shares of our Class B common stock were entitled to, and the necessary percentage of holders waived, their rights to notice of this offering and to include their shares of registrable securities in this offering. After this offering, in the event that we propose to register any of our securities under the Securities Act, either for our own account or for the account of other security holders, the holders of these shares will be entitled to certain piggyback registration rights allowing the holder to include their shares in such registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act, other than with respect to a demand registration or a registration statement on Forms S-4 or S-8, the holders of these shares are entitled to notice of the registration and have the right to include their shares in the registration, subject to limitations that the underwriters may impose on the number of shares included in the offering.

Form S-3 Registration Rights

The holders of an aggregate of 65,437,438 shares of Class B common stock will be entitled to certain Form S-3 registration rights. The holders of at least 20% of these shares can make a request that we register their shares

on Form S-3 if we are qualified to file a registration statement on Form S-3 and if the reasonably anticipated aggregate gross proceeds of the shares offered would equal or exceed $1.0 million. We will not be required to effect more than two registrations on Form S-3 within any 12-month period.

Anti-Takeover Provisions

Certificate of Incorporation and Bylaws to Be in Effect on the Completion of This Offering

Because our stockholders do not have cumulative voting rights, stockholders holding a majority of the voting power of our shares of common stock will be able to elect all of our directors. Our amended and restated certificate of incorporation and amended and restated bylaws to be effective on the completion of this offering will provide for stockholder actions at a duly called meeting of stockholders or, before the date on which all shares of common stock convert into a single class, by written consent. A special meeting of stockholders may be called by a majority of our board of directors, the chair of our board of directors and our chief executive officer. Our amended and restated bylaws to be effective on the completion of this offering will establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to our board of directors.

Our amended and restated certificate of incorporation to be effective on the completion of this offering will further provide for a dual-class common stock structure, which provides our current investors, officers and employees with control over all matters requiring stockholder approval, including the election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets.

In accordance with our amended and restated certificate of incorporation to be effective on the completion of this offering, immediately after this offering, our board of directors will be divided into three classes with staggered three-year terms.

The foregoing provisions will make it more difficult for another party to obtain control of us by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions, including the dual-class structure of our common stock, are intended to preserve our existing control structure after completion of this offering, facilitate our continued product innovation and the risk-taking that it requires, permit us to continue to prioritize our long-term goals rather than short-term results, enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of us. These provisions are also designed to reduce our vulnerability to an unsolicited acquisition proposal and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of deterring hostile takeovers or delaying changes in our control or management. As a consequence, these provisions may also inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts.

Section 203 of the Delaware General Corporation Law

When we have a class of voting stock that is either listed on a national securities exchange or held of record by more than 2,000 stockholders, we will be subject to Section 203 of the Delaware General Corporation Law, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, subject to certain exceptions.

Choice of Forum

Our amended and restated certificate of incorporation to be effective on the completion of this offering will provide that the Court of Chancery of the State of Delaware be the exclusive forum for actions or proceedings brought under Delaware statutory or common law: (1) any derivative action or proceeding brought on our behalf; (2) any action asserting a breach of fiduciary duty; (3) any action asserting a claim against us arising under the Delaware General Corporation Law; (4) any action regarding our amended and restated certificate of incorporation or our amended and restated bylaws; (5) any action as to which the Delaware General Corporate Law confers jurisdiction to the Court of Chancery of the State of Delaware; or (6) any action asserting a claim against us that is governed by the internal affairs doctrine. The provisions would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Our amended and restated certificate of incorporation further provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, subject to and contingent upon a final adjudication in the State of Delaware of the enforceability of such exclusive forum provision.

Limitations of Liability and Indemnification

See the section titled “Executive Compensation—Limitations on Liability and Indemnification Matters.”

Exchange Listing

Our Class A common stock is currently not listed on any securities exchange. We have applied to have our Class A common stock approved for listing on Nasdaq under the symbol “DDOG.”

Transfer Agent and Registrar

On the completion of this offering, the transfer agent and registrar for our Class A common stock and Class B common stock will be American Stock Transfer & Trust Company, LLC. The transfer agent’s address is 6201 15th Avenue, Brooklyn, New York 11219 and the telephone number is (800) 937-5449.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock. Future sales of substantial amounts of our Class A common stock, including shares issued on the exercise of outstanding options, in the public market after this offering, or the possibility of these sales or issuances occurring, could adversely affect the prevailing market price for our Class A common stock or impair our ability to raise equity capital.

Based on our shares outstanding as of June 30, 2019, on the completion of this offering, a total of shares of Class A common stock and 88,611,555 shares of Class B common stock will be outstanding, assuming the automatic conversion of all of our outstanding shares of convertible preferred stock into an aggregate of 59,670,477 shares of Class B common stock. Of these shares, all of the Class A common stock sold in this offering by us, plus any shares sold by us on exercise of the underwriters' option to purchase additional Class A common stock, will be freely tradable in the public market without restriction or further registration under the Securities Act, unless these shares are held by "affiliates," as that term is defined in Rule 144 under the Securities Act.

The remaining shares of Class A common stock and Class B common stock will be, and shares of Class A common stock or Class B common stock subject to stock options will be on issuance, "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rules 144 or 701 under the Securities Act, which are summarized below. Restricted securities may also be sold outside of the United States to non-U.S. persons in accordance with Rule 904 of Regulation S.

Subject to the lock-up agreements described below and the provisions of Rule 144 or Regulation S under the Securities Act, as well as our insider trading policy, these restricted securities will be available for sale in the public market after the date of this prospectus.

Rule 144

In general, under Rule 144 as currently in effect, once we have been subject to public company reporting requirements of Section 13 or Section 15(d) of the Exchange Act for at least 90 days, an eligible stockholder is entitled to sell such shares without complying with the manner of sale, volume limitation or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. To be an eligible stockholder under Rule 144, such stockholder must not be deemed to have been one of our affiliates for purposes of the Securities Act at any time during the 90 days preceding a sale and must have beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than our affiliates. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then such person is entitled to sell such shares without complying with any of the requirements of Rule 144, subject to the expiration of the lock-up agreements described below.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares on behalf of our affiliates are entitled to sell shares on expiration of the lock-up agreements described below. Beginning 90 days after the date of this prospectus, within any three-month period, such stockholders may sell a number of shares that does not exceed the greater of:

- 1% of the number of Class A common stock then outstanding, which will equal approximately shares immediately after this offering, assuming no exercise of the underwriters' option to purchase additional shares of Class A common stock from us; or
- the average weekly trading volume of our Class A common stock on Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 generally allows a stockholder who was issued shares under a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the immediately preceding 90 days, to sell these shares in reliance on Rule 144, but without being required to comply with the public information, holding period, volume limitation or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required by that rule to wait until 90 days after the date of this prospectus before selling those shares under Rule 701, subject to the expiration of the lock-up agreements described below.

Form S-8 Registration Statements

We intend to file one or more registration statements on Form S-8 under the Securities Act with the SEC to register the offer and sale of shares of our Class A common stock and Class B common stock that are issuable under our 2012 Plan, 2019 Plan and ESPP. These registration statements will become effective immediately on filing. Shares covered by these registration statements will then be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up agreements described below, and Rule 144 limitations applicable to affiliates.

Lock-up Arrangements

We, and all of our directors, executive officers and the holders of substantially all of our common stock and securities exercisable for or convertible into our Class A common stock and Class B common stock outstanding immediately on the completion of this offering, have agreed, or will agree, with the underwriters that, until 180 days after the date of this prospectus (the “restricted period”), subject to certain exceptions, we and they will not, without the prior written consent of Morgan Stanley & Co. LLC and either of Goldman Sachs & Co. LLC or J.P. Morgan Securities LLC, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any of our shares of common stock, any options or warrants to purchase any of our shares of common stock or any securities convertible into or exchangeable for or that represent the right to receive shares of our common stock; provided that such restricted period will end with respect to 20% of the shares subject to each lock-up agreement if at any time beginning 90 days after the date of this prospectus (1) we have filed at least one quarterly report on Form 10-Q or annual report on Form 10-K and (2) the last reported closing price of our Class A common stock is at least 33% greater than the initial public offering price of our Class A common stock for 10 out of any 15 consecutive trading days, including the last day, ending on or after the 90th day after the date of this prospectus; and provided further that, if 90 days after the date of this prospectus occurs within five trading days of a trading black-out period, the above referenced early expiration period will be the sixth trading day immediately preceding the commencement of the trading black-out period. In addition, with respect to shares not released as a result of such early release, if 180 days after the date of this prospectus occurs within five trading days of a trading black-out period, the restricted period will expire on the sixth trading day immediately preceding the commencement of the trading black-out period. These agreements are described in the section titled “Underwriting.” Morgan Stanley & Co. LLC and either of Goldman Sachs & Co. LLC or J.P. Morgan Securities LLC may release any of the securities subject to these lock-up agreements at any time, subject to applicable notice requirements.

In addition to the restrictions contained in the lock-up agreements described above, we have entered into agreements with all of our security holders that contain market stand-off provisions imposing restrictions on the ability of such security holders to offer, sell or transfer our equity securities for a period of 180 days following the date of this prospectus.

Registration Rights

Upon the completion of this offering, the holders of 65,437,438 shares of our Class B common stock or their transferees, will be entitled to certain rights with respect to the registration of the offer and sale of their shares under the Securities Act. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act immediately on the effectiveness of the registration. See the section titled “Description of Capital Stock—Registration Rights” for additional information.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR CLASS A COMMON STOCK

The following summary describes the material U.S. federal income tax consequences of the acquisition, ownership, and disposition of our common stock acquired in this offering by Non-U.S. Holders (as defined below). This discussion is not a complete analysis of all potential U.S. federal income tax consequences relating thereto, and does not deal with foreign, state, and local consequences that may be relevant to Non-U.S. Holders in light of their particular circumstances, nor does it address U.S. federal tax consequences (such as gift and estate taxes) other than income taxes. Special rules different from those described below may apply to certain Non-U.S. Holders that are subject to special treatment under the Internal Revenue Code of 1986, as amended (the "Code"), such as financial institutions, insurance companies, tax-exempt organizations, broker-dealers and traders in securities, U.S. expatriates, "controlled foreign corporations," "passive foreign investment companies," corporations that accumulate earnings to avoid U.S. federal income tax, corporations organized outside of the United States, any state thereof or the District of Columbia that are nonetheless treated as U.S. taxpayers for U.S. federal income tax purposes, persons that hold our common stock as part of a "straddle," "hedge," "conversion transaction," "synthetic security" or integrated investment or other risk reduction strategy, persons who acquire our common stock through the exercise of an option or otherwise as compensation, persons subject to the alternative minimum tax or federal Medicare contribution tax on net investment income, persons subject to special tax accounting rules under Section 451(b) of the Code, "qualified foreign pension funds" as defined in Section 897(l)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds, partnerships and other pass-through entities or arrangements, and investors in such pass-through entities or arrangements. Such Non-U.S. Holders are urged to consult their own tax advisors to determine the U.S. federal, state, local, and other tax consequences that may be relevant to them. Furthermore, the discussion below is based upon the provisions of the Code, and Treasury Regulations, rulings, and judicial decisions thereunder as of the date hereof, and such authorities may be repealed, revoked, or modified, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those discussed below. We have not requested a ruling from the U.S. Internal Revenue Service (the "IRS") with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. This discussion assumes that the Non-U.S. Holder holds our common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment).

This discussion is for informational purposes only and is not tax advice. Persons considering the purchase of our common stock pursuant to this offering should consult their own tax advisors concerning the U.S. federal income, estate, and other tax consequences of acquiring, owning, and disposing of our common stock in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction, including any state, local, or foreign tax consequences.

For the purposes of this discussion, a "Non-U.S. Holder" is, for U.S. federal income tax purposes, a beneficial owner of common stock that is neither a U.S. Holder, nor a partnership (or other entity treated as a partnership for U.S. federal income tax purposes regardless of its place of organization or formation). A "U.S. Holder" means a beneficial owner of our common stock that is for U.S. federal income tax purposes any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation or other entity treated as a corporation for U.S. federal income tax purposes created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

Distributions

Distributions, if any, made on our common stock to a Non-U.S. Holder to the extent made out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles) generally will constitute dividends for U.S. tax purposes and will be subject to withholding tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, subject to the discussions below regarding effectively connected income, backup withholding, and foreign accounts. To obtain a reduced rate of withholding under a treaty, a Non-U.S. Holder generally will be required to provide us with a properly executed IRS Form W-8BEN (in the case of individuals) or IRS Form W-8BEN-E (in the case of entities), or other appropriate form, certifying the Non-U.S. Holder's entitlement to benefits under that treaty. This certification must be provided to us or our paying agent prior to the payment of dividends and must be updated periodically. In the case of a Non-U.S. Holder that is an entity, Treasury Regulations and the relevant tax treaty provide rules to determine whether, for purposes of determining the applicability of a tax treaty, dividends will be treated as paid to the entity or to those holding an interest in that entity. If a Non-U.S. Holder holds stock through a financial institution or other agent acting on the holder's behalf, the holder will be required to provide appropriate documentation to such agent. The holder's agent will then be required to provide certification to us or our paying agent, either directly or through other intermediaries. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty and you do not timely file the required certification, you may be able to obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS.

We generally are not required to withhold tax on dividends paid to a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed base that such holder maintains in the United States) if a properly executed IRS Form W-8ECI, stating that the dividends are so connected, is furnished to us (or, if stock is held through a financial institution or other agent, to such agent). In general, such effectively connected dividends will be subject to U.S. federal income tax, on a net income basis at the regular rates applicable to U.S. residents. A corporate Non-U.S. Holder receiving effectively connected dividends may also be subject to an additional "branch profits tax," which is imposed, under certain circumstances, at a rate of 30% (or such lower rate as may be specified by an applicable treaty) on the corporate Non-U.S. Holder's effectively connected earnings and profits, subject to certain adjustments. Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

To the extent distributions on our common stock, if any, exceed our current and accumulated earnings and profits, they will first reduce the Non-U.S. Holder's adjusted basis in our common stock, but not below zero, and then will be treated as gain to the extent of any excess amount distributed, and taxed in the same manner as gain realized from a sale or other disposition of common stock as described in the next section.

Gain on Disposition of Our Common Stock

Subject to the discussions below regarding backup withholding and foreign accounts, a Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to gain realized on a sale or other disposition of our common stock unless (a) the gain is effectively connected with a trade or business of such holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base that such holder maintains in the United States), (b) the Non-U.S. Holder is a nonresident alien individual and is present in the United States for 183 or more days in the taxable year of the disposition and certain other conditions are met, or (c) we are or have been a "United States real property holding corporation" within the meaning of Code Section 897(c)(2) at any time within the shorter of the five-year period preceding such disposition or such holder's holding period. In general, we would be a United States real property holding corporation if our interests in U.S. real estate comprise (by fair market value) at least half of our business assets. We believe that we have not been and we are not, and do not anticipate becoming, a United States real property holding corporation. Even if we are treated as a United States real property holding corporation, gain realized by a Non-U.S. Holder on a disposition of our common stock will not be subject to U.S. federal income tax so long as

(1) the Non-U.S. Holder owned, directly, indirectly and constructively, no more than 5% of our common stock at all times within the shorter of (i) the five-year period preceding the disposition or (ii) the holder's holding period and (2) our common stock is regularly traded on an established securities market. There can be no assurance that our common stock will continue to qualify as regularly traded on an established securities market. If any gain on your disposition is taxable because we are a United States real property holding corporation and your ownership of our common stock exceeds 5%, you will be taxed on such disposition generally in the manner as gain that is effectively connected with the conduct of a U.S. trade or business (subject to the provisions under an applicable income tax treaty), except that the branch profits tax generally will not apply.

If you are a Non-U.S. Holder described in (a) above, you will be required to pay tax on the net gain derived from the sale at regular U.S. federal income tax rates, and corporate Non-U.S. Holders described in (a) above may be subject to the additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. Gain described in (b) above will be subject to U.S. federal income tax at a flat 30% rate or such lower rate as may be specified by an applicable income tax treaty, which gain may be offset by certain U.S.-source capital losses (even though you are not considered a resident of the United States), provided that the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Information Reporting Requirements and Backup Withholding

Generally, we must report information to the IRS with respect to any dividends we pay on our common stock (even if the payments are exempt from withholding), including the amount of any such dividends, the name and address of the recipient, and the amount, if any, of tax withheld. A similar report is sent to the holder to whom any such dividends are paid. Pursuant to tax treaties or certain other agreements, the IRS may make its reports available to tax authorities in the recipient's country of residence.

Dividends paid by us (or our paying agents) to a Non-U.S. Holder may also be subject to U.S. backup withholding. U.S. backup withholding generally will not apply to a Non-U.S. Holder who provides a properly executed IRS Form W-8BEN, IRS Form W-8BEN-E, or IRS Form W-ECI, or otherwise establishes an exemption. Notwithstanding the foregoing, backup withholding may apply if the payor has actual knowledge, or reason to know, that the holder is a U.S. person who is not an exempt recipient.

U.S. information reporting and backup withholding requirements generally will apply to the proceeds of a disposition of our common stock effected by or through a U.S. office of any broker, U.S. or foreign, except that information reporting and such requirements may be avoided if the holder provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E or otherwise meets documentary evidence requirements for establishing non-U.S. person status or otherwise establishes an exemption. Generally, U.S. information reporting and backup withholding requirements will not apply to a payment of disposition proceeds to a Non-U.S. Holder where the transaction is effected outside the United States through a non-U.S. office of a non-U.S. broker. Information reporting and backup withholding requirements may, however, apply to a payment of disposition proceeds if the broker has actual knowledge, or reason to know, that the holder is, in fact, a U.S. person. For information reporting purposes, certain brokers with substantial U.S. ownership or operations will generally be treated in a manner similar to U.S. brokers.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be credited against the tax liability of persons subject to backup withholding, provided that the required information is timely furnished to the IRS.

Foreign Accounts

Sections 1471 through 1474 of the Code (commonly referred to as FATCA) impose a U.S. federal withholding tax of 30% on certain payments, including dividends paid on, and the gross proceeds of a disposition of, our common stock paid to a foreign financial institution (as specifically defined by applicable rules) unless

such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity holders of such institution, as well as certain account holders that are foreign entities with U.S. owners). FATCA also generally imposes a federal withholding tax of 30% on certain payments, including dividends paid on, and the gross proceeds of a disposition of, our common stock to a non-financial foreign entity unless such entity provides the withholding agent with either a certification that it does not have any substantial direct or indirect U.S. owners or provides information regarding substantial direct and indirect U.S. owners of the entity. An intergovernmental agreement between the United States and an applicable foreign country may modify those requirements. The withholding tax described above will not apply if the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from the rules.

The U.S. Treasury Department recently released proposed regulations which, if finalized in their present form, would eliminate the federal withholding tax of 30% applicable to the gross proceeds of a disposition of our common stock. In its preamble to such proposed regulations, the U.S. Treasury Department stated that taxpayers may generally rely on the proposed regulations until final regulations are issued. Non-U.S. holders are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their investment in our common stock.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF PURCHASING, HOLDING, AND DISPOSING OF OUR COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY RECENT OR PROPOSED CHANGE IN APPLICABLE LAW.

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares indicated below:

Name	Number of Shares
Morgan Stanley & Co. LLC	
Goldman Sachs & Co. LLC	
J.P. Morgan Securities LLC	
Credit Suisse Securities (USA) LLC	
Barclays Capital Inc.	
Jefferies LLC	
RBC Capital Markets, LLC	
JMP Securities LLC	
Raymond James & Associates, Inc.	
Stifel, Nicolaus & Company, Incorporated	
William Blair & Company, L.L.C.	
Needham & Company, LLC	
Total:	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the shares of Class A common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of Class A common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of Class A common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the shares of Class A common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers. After the initial offering of the shares of Class A common stock, the offering price and other selling terms may from time to time be varied by the representatives. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of Class A common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of Class A common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of Class A common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of Class A common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of Class A common stock.

		Total	
	Per Share	No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us	$	$	$
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $ million. We have agreed to reimburse the underwriters for expense relating to clearance of this offering with the Financial Industry Regulatory Authority up to $.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of Class A common stock offered by them.

We have applied to have our Class A common stock approved for listing on the Nasdaq Global Select Market under the symbol "DDOG."

We and all directors and officers and the holders of all of our outstanding stock and stock options have agreed that, without the prior written consent of Morgan Stanley & Co. LLC and either of Goldman Sachs & Co. LLC or J.P. Morgan Securities LLC, on behalf of the underwriters, subject to certain exceptions, we and they will not, during the period ending 180 days after the date of this prospectus (the "restricted period"):

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;
- file any registration statement with the Securities and Exchange Commission relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise; provided that such restricted period will end with respect to 20% of the shares subject to each lock-up agreement if at any time beginning 90 days after the date of this prospectus (1) we have filed at least one quarterly report on Form 10-Q or annual report on Form 10-K and (2) the last reported closing price of our Class A common stock is at least 33% greater than the initial public offering price of our Class A common stock for 10 out of any 15 consecutive trading days, including the last day, ending on or after the 90th day after the date of this prospectus; and provided further that, if 90 days after the date of this prospectus occurs within five trading days of a trading black-out period, the above referenced early expiration period will be the sixth trading day immediately preceding the commencement of the trading black-out period. In addition, with respect to shares not released as a result of such early release, if 180 days after the date of this prospectus occurs within five trading days of a trading black-out period, the restricted period will expire on the sixth trading day immediately preceding the commencement of the trading black-out period. In addition, we and each such person agrees that, without the prior written consent of Morgan Stanley & Co. LLC and either of Goldman Sachs & Co. LLC or J.P. Morgan Securities LLC, on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

The restrictions described in the immediately preceding paragraph are subject to specified exceptions, including the following:

(A) transfers of shares of common stock acquired in open market transactions after the completion of this offering provided that no filing under the Exchange Act reporting a reduction in beneficial ownership of shares would be required or voluntarily made;

(B) transfers of shares of common stock or any security convertible into or exercisable or exchangeable for common stock (1) as a bona fide gift, (2) to an immediate family member or to any trust for the direct or indirect benefit of the lock-up party or an immediate family member of the lock-up party, (3) to any entity controlled or managed, or under common control or management by, the lock-up party, or (4) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or an immediate family member of the lock-up party,

(C) transfers or distributions of shares of common stock or any security convertible into or exercisable or exchangeable for common stock by a lock-up party that is a corporation, partnership, limited liability company, trust or other business entity (1) to current or former general or limited partners, managers, members, stockholders or holders of similar equity interests in the lock-up party or (2) to the estates of any of the foregoing;

(D) the transfer of shares of common stock or any securities convertible into or exercisable or exchangeable for common stock to us upon a vesting event of our securities or upon the "net" or "cashless" exercise of options that would otherwise expire during the restricted period to the extent permitted by the instruments representing such options (including any transfer to us necessary to generate any amount of cash needed for the payment of taxes, including estimated taxes, due as a result of such vesting or exercise whether by means of a "net settlement" or otherwise), so long as such "cashless" or "net" exercise is effected solely by the surrender of outstanding options (or underlying shares of common stock) to us, and our cancellation of all or a portion thereof to pay the exercise price and/or withholding tax obligations;

(E) sales of shares of Class A common stock pursuant to the terms of the Underwriting Agreement;

(F) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of common stock, provided that such plan does not provide for the transfer of common stock during the restricted period (other than any shares that are no longer subject to the restrictions under the lock-up agreement due to the early lock-up expiration as provided above);

(G) the transfer of shares of common stock or any security convertible into or exercisable or exchangeable for common stock that occurs by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement or other court order;

(H) the reclassification and conversion of shares of our common stock and preferred stock into shares of Class B common stock and the conversion of Class B common stock into shares of Class A common stock, provided that, in each case, such shares remain subject to the terms of the lock-up agreement; or

(I) the transfer of shares of common stock or any security convertible into or exercisable or exchangeable for common stock pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by our board of directors, made to all holders of common stock involving a change of control, provided that, in the event that the tender offer, merger, consolidation or other such transaction is not completed, the common stock owned by the lock-up party will remain subject to terms of the lock-up agreement,

provided that:

- in the case of any transfer or distribution pursuant to clauses (B), (C) and (G) above, each donee, trustee, distributee or transferee shall sign and deliver a lock-up agreement,
- in the case of any transfer or distribution pursuant to clauses (B) and (C) above, (1) no filing under the Exchange Act reporting a reduction in beneficial ownership of shares of common stock would be required or be voluntarily made and (2) such transfer or distribution would not involve a disposition for value, and
- in the case of any transfer or distribution pursuant to clauses (D) and (F) through (H) above, any filing required by Section 16 of the Exchange Act shall clearly indicate in the footnotes thereto that the such transfer or distribution is being made pursuant to the circumstances described in the applicable clause.

Morgan Stanley & Co. LLC and either of Goldman Sachs & Co. LLC or J.P. Morgan Securities LLC, in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time, subject to applicable notice requirements.

In order to facilitate the offering of the Class A common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the Class A common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale

by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Class A common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of Class A common stock in the open market to stabilize the price of the Class A common stock. These activities may raise or maintain the market price of the Class A common stock above independent market levels or prevent or retard a decline in the market price of the Class A common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares of Class A common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging. financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of the Offering

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price was determined by negotiations between us and the representatives. Among the factors considered in determining the initial public offering price were our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area (each, a “Member State”), no offer of shares may be made to the public in that Member State other than:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the representatives; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation, provided that no such offer of shares shall require us or any of our representatives to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the representatives and us that it is a "qualified investor" as defined in the Prospectus Regulation.

In the case of any shares being offered to a financial intermediary as that term is used in Article 5 of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a nondiscretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares to the public other than their offer or resale in a Member State to qualified investors as so defined or in circumstances in which the prior consent of the representatives has been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an "offer of shares to the public" in relation to any shares in any Member State means the communication in any form and by means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase shares, the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (as amended).

United Kingdom

Each underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA") received by it in connection with the issue or sale of the shares of our Class A common stock in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares of our Class A common stock in, from or otherwise involving the United Kingdom.

Canada

The shares of Class A common stock may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the shares of Class A common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the

underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

Shares of our Class A common stock may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation, or document relating to shares of our Class A common stock may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares of our Class A common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of shares of our Class A common stock may not be circulated or distributed, nor may the shares of our Class A common stock be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (SFA) (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where shares of our Class A common stock are subscribed or purchased under Section 275 by a relevant person which is: (i) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired shares of our Class A common stock under Section 275 except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (ii) where no consideration is given for the transfer; or (iii) by operation of law.

Solely for purposes of the notification requirements under Section 309B(1)(c) of the Securities and Futures Act, Chapter 289 of Singapore. The shares are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Japan

No registration pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the FIEL) has been made or will be made with respect to the solicitation of the application for the acquisition of the shares of Class A common stock.

Accordingly, the shares of Class A common stock have not been, directly or indirectly, offered or sold and will not be, directly or indirectly, offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the FIEL and the other applicable laws and regulations of Japan.

For Qualified Institutional Investors (QII)

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of Class A common stock constitutes either a "QII only private placement" or a "QII only secondary distribution" (each as described in Paragraph 1, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of Class A common stock. The shares of Class A common stock may only be transferred to QIIs.

For Non-QII Investors

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of Class A common stock constitutes either a "small number private placement" or a "small number private secondary distribution" (each as described in Paragraph 4, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of Class A common stock. The shares of Class A common stock may only be transferred en bloc without subdivision to a single investor.

LEGAL MATTERS

The validity of the shares of Class A common stock being offered by this prospectus will be passed upon for us by Cooley LLP, New York, New York. Certain legal matters in connection with this offering will be passed upon for the underwriters by Davis Polk & Wardwell LLP, New York, New York.

EXPERTS

The consolidated financial statements as of December 31, 2018 and 2017, and for each of the two years in the period ended December 31, 2018, included in this Prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein (which report expresses an unqualified opinion on the financial statements and includes an explanatory paragraph referring to the adoption of a new revenue accounting standard). Such financial statements have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of Class A common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all the information set forth in the registration statement, some of which is contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our Class A common stock, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The SEC maintains an internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

On the completion of this offering, we will be subject to the information reporting requirements of the Exchange Act, and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available at www.sec.gov.

We also maintain a website at www.datadog.com. Information contained in, or accessible through, our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is only as an inactive textual reference.

DATADOG, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Datadog, Inc.,

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Datadog, Inc. and its subsidiaries (the "Company"), as of December 31, 2018 and 2017, and the related consolidated statements of operations and comprehensive (loss) income, and convertible preferred stock and stockholders' deficit, and cash flows for each of the two years in the period ended December 31, 2018, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, the Company has changed its method of accounting for revenue from contracts with customers due to the adoption of a new revenue accounting standard.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP
New York, New York
June 13, 2019

We have served as the Company's auditor since 2016.

DATADOG, INC.

CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)

	December 31,		June 30,	Pro Forma Stockholders' Equity June 30,
	2017	2018	2019	2019
				(unaudited)
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 60,024	$ 53,639	$ 52,286	
Accounts receivable, net of allowance of doubtful accounts of $450, $477, and $507 (unaudited) as of December 31, 2017, 2018 and June 30, 2019, respectively	30,957	55,822	67,447	
Deferred contract costs, current	1,701	3,717	5,066	
Prepaid expenses and other current assets	7,737	8,773	21,135	
Total current assets	100,419	121,951	145,934	
Property and equipment, net	11,121	21,649	30,123	
Operating lease assets	—	—	43,410	
Goodwill	6,292	7,626	7,626	
Intangibles, net	974	1,288	942	
Deferred contract costs, non-current	3,054	7,292	9,803	
Restricted cash	3,470	11,341	8,104	
Other assets	1,732	8,603	15,817	
TOTAL ASSETS	$127,062	$ 179,750	$ 261,759	
LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT				
CURRENT LIABILITIES:				
Accounts payable	$ 5,316	$ 12,638	$ 23,529	
Accrued expenses and other current liabilities	16,656	30,290	21,725	
Operating lease liabilities, current	—	—	9,626	
Deferred revenue, current	35,283	69,306	101,818	
Total current liabilities	57,255	112,234	156,698	
Operating lease liabilities, non-current	—	—	38,737	
Deferred revenue, non-current	3,818	1,393	3,422	
Other liabilities	885	1,359	1,373	
Total liabilities	61,958	114,986	200,230	
COMMITMENTS AND CONTINGENCIES (NOTE 7)				
CONVERTIBLE PREFERRED STOCK:				
Convertible Preferred Stock; $0.00001 par value per share; 64,634,456, 59,938,304 and 59,938,304 shares authorized as of December 31, 2017 and 2018, and June 30, 2019 (unaudited), respectively; 59,938,304, 59,938,304 and 59,670,477 shares issued and outstanding as of December 31, 2017 and 2018 and June 30, 2019 (unaudited); liquidation preference of $141,312, $141,312 and $141,246 as of December 31, 2017 and 2018 and June 30, 2019 (unaudited); shares authorized as of June 30, 2019 pro forma (unaudited); 0 shares issued and outstanding as of June 30, 2019 pro forma (unaudited)	140,805	140,805	140,752	
STOCKHOLDERS' DEFICIT:				
Non-voting common shares; $0.00001 par value per share; 379,000, 0 and 0 shares authorized as of December 31, 2017 and 2018 and June 30, 2019 (unaudited), respectively; 379,000 and 0 and 0 shares issued and outstanding as of December 31, 2017 and 2018 and June 30, 2019 (unaudited), respectively; 0 shares issued and outstanding as of June 30, 2019 pro forma (unaudited)	—	—	—	
Common stock, $0.00001 par value per share; 100,000,000, 120,379,000 and 120,379,000 shares authorized as of December 31, 2017 and 2018 and June 30, 2019 (unaudited); 20,720,328, 26,060,202 and 28,941,078 shares issued and outstanding as of December 31, 2017 and 2018 and June 30, 2019 (unaudited), respectively; shares authorized as of June 30, 2019 pro forma (unaudited); shares issued and outstanding as of June 30, 2019 pro forma (unaudited)	—	—	—	
Additional paid-in capital	19,716	30,834	41,132	
Accumulated other comprehensive (loss) income	(48)	31	(9)	
Accumulated deficit	(95,369)	(106,906)	(120,346)	
Total stockholders' deficit	(75,701)	(76,041)	(79,223)	
TOTAL LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT	$127,062	$ 179,750	$ 261,759	

See accompanying notes to consolidated financial statements.

DATADOG, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE (LOSS) INCOME
(in thousands, except share and per share data)

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
			(unaudited)	
Revenue	$100,761	$198,077	$ 85,393	$ 153,272
Cost of revenue	23,414	46,529	18,592	39,928
Gross profit	77,347	151,548	66,801	113,344
Operating expenses:				
Research and development	24,734	55,176	23,297	46,847
Sales and marketing	44,213	88,849	34,617	66,225
General and administrative	11,356	18,556	8,611	13,928
Total operating expenses	80,303	162,581	66,525	127,000
Operating (loss) income	(2,956)	(11,033)	276	(13,656)
Other income, net	843	793	301	556
(Loss) income before income taxes	(2,113)	(10,240)	577	(13,100)
Provision for income taxes	(457)	(522)	(79)	(340)
Net (loss) income	$ (2,570)	$ (10,762)	$ 498	$ (13,440)
Other comprehensive (loss) income—foreign currency translation adjustments	(48)	78	42	(40)
Comprehensive (loss) income	$ (2,618)	$ (10,684)	$ 540	$ (13,480)
Net (loss) income attributable to common stockholders	$ (2,570)	$ (10,762)	$ —	$ (13,440)
Basic net (loss) income per share	$ (0.13)	$ (0.46)	$ 0.00	$ (0.51)
Weighted average shares used in calculating basic net (loss) income per share:	20,440	23,650	22,619	26,522
Diluted net (loss) income per share	$ (0.13)	$ (0.46)	$ 0.00	$ (0.51)
Weighted average shares used in calculating diluted net (loss) income per share:	20,440	23,650	27,176	26,522
Pro-forma net loss per share				
Weighted average shares used in calculating pro-forma net loss per share				

See accompanying notes to consolidated financial statements.

DATADOG, INC.
CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2018 AND SIX MONTHS ENDED JUNE 30, 2019 (unaudited)
(in thousands, except share data)

	Convertible Preferred Stock		Common Stock		Non-Voting Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive (Loss) Income	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount				
BALANCE—December 31, 2016 (as reported)	59,938,304	$ 140,805	19,230,832	—	379,000	$ —	13,785	$ —	$ (95,476)	$ (81,691)
Effect of adoption of ASC 606	—	—	—	—	—	—	—	—	2,677	2,677
BALANCE—January 1, 2017 (as adjusted)	59,938,304	140,805	19,230,832	—	379,000	—	13,785	—	(92,799)	(79,014)
Issuance of common stock upon exercise of stock options	—	—	721,992	—	—	—	449	—	—	449
Vesting of early exercised stock options	—	—	—	—	—	—	143	—	—	143
Issuance of common stock for acquisition	—	—	764,004	—	—	—	2,015	—	—	2,015
Stock-based compensation	—	—	—	—	—	—	3,316	—	—	3,316
Change in accumulated other comprehensive (loss) income	—	—	—	—	—	—	—	(48)	—	(48)
Other	—	—	3,500	—	—	—	8	—	—	8
Net loss	—	—	—	—	—	—	—	—	(2,570)	(2,570)
BALANCE—December 31, 2017	59,938,304	140,805	20,720,328	—	379,000	—	19,716	(48)	(95,369)	(75,701)
Effect of adoption of ASU 2016-09	—	—	—	—	—	—	775	—	(775)	—
BALANCE—January 1, 2018	59,938,304	140,805	20,720,328	—	379,000	—	20,491	(48)	(96,144)	(75,701)
Issuance of common stock upon exercise of stock options	—	—	4,960,874		—	—	4,557	—	—	4,557
Vesting of early exercised stock options	—	—	—	—	—	—	375	—	—	375
Stock-based compensation	—	—	—	—	—	—	5,411	—	—	5,411
Conversion of non-voting common stock	—	—	379,000	—	(379,000)	—	—	—	—	—
Change in accumulated other comprehensive (loss) income	—	—	—	—	—	—	—	79	—	79
Net loss	—	—	—	—	—	—	—	—	(10,762)	(10,762)
BALANCE—December 31, 2018	59,938,304	$ 140,805	26,060,202	$ —	—	$ —	$ 30,834	$ 31	$ (106,906)	$ (76,041)
Issuance of common stock upon exercise of stock options	—	—	2,613,049		—	—	4,470	—	—	4,470
Vesting of early exercised stock options	—	—	—	—	—	—	313	—	—	313
Stock-based compensation	—	—	—	—	—	—	5,462	—	—	5,462
Conversion of preferred stock to common stock	(267,827)	(53)	267,827	—	—	—	53	—	—	53
Change in accumulated other comprehensive (loss) income	—	—	—	—	—	—	—	(40)	—	(40)
Net loss	—	—	—	—	—	—	—	—	(13,440)	(13,440)
BALANCE—June 30, 2019	59,670,477	$ 140,752	28,941,078	$ —	—	$ —	$ 41,132	$ (9)	$ (120,346)	$ (79,223)

DATADOG, INC.
CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
FOR THE SIX MONTHS ENDED JUNE 30, 2018 (unaudited)
(in thousands, except share data)

	Convertible Preferred Stock		Common Stock		Non-Voting Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount				
BALANCE—January 1, 2018	59,938,304	$140,805	20,720,328	$ —	379,000	$ —	$ 20,491	$ (48)	$ (96,144)	$ (75,701)
Issuance of common stock upon exercise of stock options	—	—	3,429,921	—	—	—	3,175	—	—	3,175
Vesting of early exercised stock options	—	—	—	—	—	—	168	—	—	168
Stock-based compensation	—	—	—	—	—	—	1,818	—	—	1,818
Conversion of non-voting common stock	—	—	379,000	—	(379,000)	—	—	—	—	—
Change in accumulated other comprehensive (loss) income	—	—	—	—	—	—	—	42	—	42
Net income	—	—	—	—	—	—	—	—	498	498
BALANCE—June 30, 2018	59,938,304	$140,805	24,529,249	$ —	—	$ —	$ 25,652	$ (6)	$ (95,646)	$ (70,000)

See accompanying notes to consolidated financial statements.

DATADOG, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
			(unaudited)	
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net (loss) income	$ (2,570)	$ (10,762)	$ 498	$ (13,440)
Adjustments to reconcile net (loss) income to net cash provided by operating activities:				
Depreciation and amortization	2,704	6,026	2,496	4,769
Amortization of deferred contract costs	1,274	2,671	1,081	2,252
Stock-based compensation, net of amounts capitalized	3,068	5,244	1,743	5,339
Noncash lease expense	—	—	—	4,615
Provision for accounts receivable allowance	378	477	125	553
Loss on disposal of property and equipment	4	9	3	4
Changes in operating assets and liabilities:				
Accounts receivable, net	(19,274)	(25,322)	(14,262)	(12,179)
Deferred contract costs	(3,352)	(8,925)	(3,638)	(6,112)
Prepaid expenses and other current assets	(4,250)	(1,331)	(1,569)	(12,206)
Other assets	(1,482)	(6,955)	(3,955)	(4,029)
Accounts payable	4,647	7,241	3,564	7,473
Accrued expenses and other liabilities	2,860	10,857	2,507	(8,601)
Deferred revenue	29,825	31,599	22,042	34,542
Net cash provided by operating activities	13,832	10,829	10,635	2,980
CASH FLOWS FROM INVESTING ACTIVITIES:				
Purchases of property and equipment	(2,351)	(9,662)	(6,548)	(4,979)
Capitalized software development costs	(5,452)	(6,176)	(2,587)	(4,408)
Cash paid for acquisition of businesses; net of cash acquired	(4,957)	(1,618)	—	—
Net cash used in investing activities	(12,760)	(17,456)	(9,135)	(9,387)
CASH FLOWS FROM FINANCING ACTIVITIES:				
Proceeds from exercise of stock options	462	7,782	4,076	5,197
Payment of offering costs	—	—	—	(156)
Net cash provided by financing activities	462	7,782	4,076	5,041
Effect of exchange rate changes on cash and cash equivalents	(54)	47	24	(23)
NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	1,480	1,202	5,600	(1,389)
CASH, CASH EQUIVALENTS AND RESTRICTED CASH—Beginning of period	62,298	63,778	63,778	64,980
CASH, CASH EQUIVALENTS AND RESTRICTED CASH —End of period	$ 63,778	$ 64,980	$ 69,378	$ 63,591
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:				
Cash paid for income taxes	$ 40	$ 36	$ 4	$ 52
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:				
Accrued property and equipment purchases	$ —	$ 25	$ 867	$ 3,446
Stock-based compensation included in capitalized software development costs	$ 248	$ 167	$ 75	$ 123
Vesting of early exercised options	$ 143	$ 375	$ 168	$ 313
Acquisition of intangible assets through issuance of common stock	$ 2,015	$ —	$ —	$ —
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH WITHIN THE CONSOLIDATED BALANCE SHEETS TO THE AMOUNTS SHOWN IN THE STATEMENTS OF CASH FLOWS ABOVE:				
Cash and cash equivalents	$ 60,024	$ 53,639	$ 64,716	$ 52,286
Restricted cash – Including amounts in prepaid expense and other current assets and other assets	3,754	11,341	4,662	11,305
Total cash, cash equivalents and restricted cash	$ 63,778	$ 64,980	$ 69,378	$ 63,591

See accompanying notes to consolidated financial statements.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Organization and Description of Business

Description of Business

Datadog, Inc. ("Datadog" or the "Company") was incorporated in the State of Delaware on June 4, 2010. The Company is the monitoring and analytics platform for developers, IT operations teams and business users in the cloud age. The Company's SaaS platform integrates and automates infrastructure monitoring, application performance monitoring and log management, to provide unified, real-time observability of its customers' entire technology stack. The Company is headquartered in New York City and has various other global office locations.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Principles of Consolidation

The consolidated financial statements include the accounts of Datadog, Inc. and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation.

Stock Split

On January 2, 2018, a four-for-one stock split of the Company's then-outstanding common stock and convertible preferred stock was effected without any change in the par value per share. All information related to the Company's common stock, convertible preferred stock and stock awards has been retroactively adjusted to give effect to the four-for-one stock split, without any change in the par value per share.

Segment Information

The Company has a single operating and reportable segment as well as one business activity, monitoring and providing analytics on companies' information technology ("IT") infrastructure. The Company's chief operating decision maker is its Chief Executive Officer, who reviews financial information presented on a consolidated basis for purposes of making operating decisions, assessing financial performance, and allocating resources. There are no segment managers who are held accountable for operations or results below the consolidated level.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Such estimates include allowance for doubtful accounts, the fair value of acquired assets and assumed liabilities from business combinations, useful lives of property, equipment, software, and finite lived intangibles, stock-based compensation including the determination of the fair value of the Company's stock, valuation of long-lived assets and their recoverability, including goodwill, estimated expected period of benefit period for deferred contract costs, realization of deferred tax assets and uncertain tax positions, revenue

recognition and the allocation of overhead costs between cost of revenue and operating expenses. The Company bases its estimates on historical experience and also on assumptions that management considers reasonable. The Company assesses these estimates on a regular basis; however, actual results could materially differ from these estimates.

Unaudited Interim Consolidated Financial Information

The accompanying interim consolidated balance sheet as of June 30, 2019, the interim consolidated statements of operations and comprehensive (loss) income, cash flows for the six months ended June 30, 2018 and 2019, the interim consolidated statement of convertible preferred stock and stockholders' deficit for the six months ended June 30, 2018 and 2019 and the related notes to such interim consolidated financial statements are unaudited. These unaudited interim consolidated financial statements are presented in accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the "SEC") and do not include all disclosures normally required in annual consolidated financial statements prepared in accordance with GAAP. In management's opinion, the unaudited interim consolidated financial statements have been prepared on the same basis as the annual financial statements and reflect all adjustments, which include only normal recurring adjustments necessary for the fair presentation of the Company's financial position as of June 30, 2019 and the Company's consolidated results of operations and cash flows for the six months ended June 30, 2018 and 2019. The results of operations for the six months ended June 30, 2019 are not necessarily indicative of the results to be expected for the full year or any other future interim or annual period.

Unaudited Pro Forma Stockholders' Equity and Pro Forma Net Loss Per Share

Immediately prior to the completion of the Company's initial public offering ("IPO"), all of the outstanding shares of its convertible preferred stock will automatically convert into shares of common stock, based on the shares of the convertible preferred stock outstanding as of June 30, 2019. The unaudited pro forma stockholders' equity as of June 30, 2019 has been computed to give effect to the automatic conversion of the convertible preferred stock as though the conversion and reclassification had occurred as of June 30, 2019. The shares of common stock issuable and the proceeds expected to be received in the IPO are excluded from such pro forma information.

Unaudited pro forma basic and diluted net loss per share is computed to give effect to the automatic conversion of shares of the Company's outstanding convertible preferred stock into shares of common stock in connection with the IPO.

Foreign Currency Translation

The reporting currency of the Company is the United States dollar ("USD"). The functional currency of the Company is USD, and the functional currency of the Company's subsidiaries is generally the local currency of the jurisdiction in which the foreign subsidiary is located. The assets and liabilities of the Company's subsidiaries are translated to USD at exchange rates in effect at the balance sheet date. All income statement accounts are translated at monthly average exchange rates. Resulting foreign currency translation adjustments are recorded directly in accumulated other comprehensive loss as a separate component of stockholders' deficit.

Transaction gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency are included in other income, net in the accompanying consolidated statements of operations and comprehensive loss when realized.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Revenue Recognition

The Company generates revenue from the sale of subscriptions to customers using its cloud-based platform. The terms of the Company's subscription agreements are primarily monthly or annual. The Company's customers can enter into (1) a subscription agreement for a committed contractual amount of usage that is apportioned ratably on a monthly basis over the term of the subscription period, (2) a subscription agreement for a committed contractual amount of usage that is delivered as used, or (3) a monthly subscription based on usage. The Company typically bills customers on an annual subscription in full up-front, with any usage in excess of the committed contracted amount billed monthly in arrears. The Company typically bills customers on a monthly plan in arrears. Customers also have the option to purchase additional services priced at rates at or above the stand-alone selling price.

The Company elected to early adopt Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("Topic 606"), effective January 1, 2017, using the full retrospective method of adoption. As such, the consolidated financial statements present revenue in accordance with Topic 606 for all of the periods presented.

The Company accounts for revenue contracts with customers through the following steps:

(1) identify the contract with a customer;

(2) identify the performance obligations in the contract;

(3) determine the transaction price;

(4) allocate the transaction price; and

(5) recognize revenue when or as the Company satisfies a performance obligation.

The Company's revenue arrangements may include infrastructure monitoring, application performance monitoring, log management, and synthetics, as well as secondary services including custom metrics in dashboard monitoring, docker container monitoring, and app analytics. The Company has identified each service as a separate performance obligation.

The transaction price is based on the fixed price for the contracted level of service plus variable consideration for additional optional purchases. Billing periods correspond to the periods over which services are performed and there are no discounts given on the purchase of future services.

The Company allocates revenue to each performance obligation based on its relative standalone selling price. The Company generally determines standalone selling prices based on a range of actual prices charged to customers.

Revenue is recognized when control of these services is transferred to customers, in an amount that reflects the consideration the Company expects to be entitled to receive in exchange for those services. The Company determined an output method to be the most appropriate measure of progress because it most faithfully represents when the value of the services are simultaneously received and consumed by the customer, and control is transferred.

For committed contractual amounts of usage, revenue is recognized ratably over the term of the subscription agreement generally beginning on the date that the platform is made available to a customer. For committed

contractual amount of usage that is delivered as used, a monthly subscription based on usage, or usage in excess of a ratable subscription, the Company recognizes revenue as the product is used. Subscription revenue excludes sales and other indirect taxes.

The Company applied the practical expedient in Topic 606 and did not evaluate contracts of one year or less for the existence of a significant financing component.

Cost of Revenue

Cost of revenue consists primarily of costs related to providing subscription services to paying customers, including data center and networking expenses, employee compensation (including stock-based compensation) and other employee-related expenses for customer experience and technical operations staff, payments to outside service providers, payment processing fees, amortization of capitalized internally developed software costs and acquired developed technology, and allocated overhead costs.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development costs consist of employee compensation (including stock-based compensation) and other employee-related expenses, materials and supplies, and allocated overhead costs such as rent and facilities costs.

Advertising Costs

Advertising costs are expensed as incurred and were approximately $4.4 million, $8.3 million, $3.7 million and $4.6 million for the years ended December 31, 2017 and 2018, and six months ended June 30, 2018 and 2019 (unaudited), respectively, and are included in sales and marketing expense in the accompanying consolidated statement of operations and comprehensive loss.

Income Taxes

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts for financial reporting and the tax bases of assets and liabilities. The deferred assets and liabilities are recorded at the statutorily enacted tax rates anticipated to be in effect when such temporary differences reverse. The effect of on deferred tax assets and liabilities of a change in tax rates is recognized in the period that includes the enactment date. A valuation allowance is established; when based upon the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company engages in transactions in which the tax consequences may be subject to uncertainty. The Company accounts for uncertain tax positions based on an evaluation as to whether it is more likely than not that a tax position will be sustained on audit, including resolution of any related appeals or litigation processes. This evaluation is based on all available evidence and assumes that the appropriate tax authorities have full knowledge of all relevant information concerning the tax position. The Company accounts for uncertain tax positions as non-current tax liabilities or through a reduction of a corresponding deferred tax asset. The tax benefit recognized is based on the largest amount that is greater than 50% likely of being realized upon ultimate settlement. The Company includes potential interest expense and penalties related to its uncertain tax positions in income tax expense.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Stock-Based Compensation

The Company measures compensation expense for all stock-based payment awards, including stock options granted to employees, directors, and nonemployees, based on the estimated fair value of the awards on the date of grant. The fair value of each stock option granted is estimated using the Black Scholes option pricing model. The determination of the grant date fair value using an option-pricing model is affected by the estimated fair value of the Company's common stock as well as assumptions regarding a number of other complex and subjective variables. These variables include expected stock price volatility over the expected term of the award, actual and projected employee stock option exercise behaviors, the risk-free interest rate for the expected term of the award and expected dividends. Stock-based compensation is recognized on a straight-line basis over the requisite service period. The Company also has certain options that have performance-based vesting conditions; stock-based compensation expense for such awards is recognized on a straight-line basis from the time the vesting condition is likely to be met through the time the vesting condition has been achieved.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. Cash equivalents consist of funds deposited into money market funds.

Restricted Cash

Restricted cash primarily consists of collateralized letters of credit established in connection with lease agreements for the Company's facilities. Restricted cash is included in current assets for leases that expire within one year and is included in non-current assets for leases that expire in more than one year from the balance sheet date.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to credit risk primarily consist of cash and cash equivalents and accounts receivable. For cash and cash equivalents, the Company is exposed to credit risk in the event of default by the financial institutions to the extent of the amounts recorded on the accompanying consolidated balance sheets exceed federally insured limits. The Company places its cash and cash equivalents with financial institutions with high-quality credit ratings and has not experienced any losses in such accounts. For accounts receivable, the Company is exposed to credit risk in the event of nonpayment by customers to the extent of the amounts recorded on the accompanying consolidated balance sheets.

There were no customers representing greater than 10% of total revenue for the years ended December 31, 2017 and 2018 or the six months ended June 30, 2018 or 2019 (unaudited). No customers represented greater than 10% of accounts receivable as of December 31, 2017 and 2018 or as of June 30, 2018 or 2019 (unaudited).

Geographical Information

Revenue by location is determined by the billing address for the customer. The following table sets forth revenue by geographic area (in thousands):

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
			(unaudited)	
North America	$ 76,352	$ 150,945	$ 63,185	$ 115,436
International	24,409	47,132	22,208	37,836
Total	$ 100,761	$ 198,077	$ 85,393	$ 153,272

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Other than the United States, no other individual country accounted for 10% or more of total revenue for the years ended December 31, 2017 or 2018. As of December 31, 2017 and 2018, 84% and 85% of the Company's long lived assets were located in the United States and 16% and 15% were located in Europe, respectively. As of June 30, 2019, 78% (unaudited) of the Company's long lived assets were located in the United States and 22% (unaudited) were located in Europe.

Fair Value of Financial Instruments

The accounting guidance for fair value provides a framework for measuring fair value, clarifies the definition of fair value, and expands disclosures regarding fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. The accounting guidance establishes a three tiered hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value as follows:

> ***Level 1 Inputs:*** Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.
>
> ***Level 2 Inputs:*** Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.
>
> ***Level 3 Inputs:*** Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

Included in the Company's cash and cash equivalents are money market funds, which are classified within Level 1 of the fair value hierarchy because they are valued using quoted market prices. As of December 31, 2017 and 2018 and June 30, 2019, the Company had $60.0 million, $53.6 million and $52.3 million (unaudited), respectively, of cash and cash equivalents primarily invested in money market funds. In addition, the Company had $3.8 million, $11.3 million and $11.3 million (unaudited), respectively, of restricted cash in connection with collateral for various lease agreements for the Company's facilities. Accounts receivable, accounts payable, and accrued expenses are stated at their carrying value, which approximates fair value due to the short time to the expected receipt or payment date.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

Accounts Receivable

Accounts receivable includes billed and unbilled receivables. Trade accounts receivable are recorded at invoiced amounts and do not bear interest. The Company generally does not require collateral and provides for expected losses. The expectation of collectability is based on a review of credit profiles of customers, contractual terms and conditions, current economic trends, and historical payment experience. The Company regularly reviews the adequacy of the allowance for doubtful accounts by considering the age of each outstanding invoice and the collection history of each customer to determine the appropriate amount of allowance for doubtful accounts. Accounts receivable deemed uncollectible are charged against the allowance for doubtful accounts when identified.

Unbilled accounts receivable represents revenue recognized on contracts for which billings have not yet been presented to customers because the amounts were earned but not contractually billable as of the balance sheet date. The unbilled accounts receivable balance is due within one year. As of December 31, 2017 and 2018 and June 30, 2019, unbilled accounts receivable of approximately $10.5 million, $13.1 million and $13.7 million (unaudited), respectively, was included in accounts receivable on the Company's consolidated balance sheets.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Internal Use Software Development Costs

The Company capitalizes qualifying internal use software development costs related to its cloud platform. The costs consist of personnel costs (including related benefits and stock-based compensation) that are incurred during the application development stage. Capitalization of costs begins when two criteria are met: (1) the preliminary project stage is completed, and (2) it is probable that the software will be completed and used for its intended function. Capitalization ceases when the software is substantially complete and ready for its intended use, including the completion of all significant testing. Costs related to preliminary project activities and post implementation operating activities are expensed as incurred.

Capitalized costs are included in property and equipment. These costs are amortized over the estimated useful life of the software, which is two years, on a straight-line basis, which represents the manner in which the expected benefit will be derived. The amortization of costs related to the platform applications is included in cost of revenue and sales and marketing expense based on an allocation between paid customer accounts and free customer accounts not generating revenue.

Property and Equipment, Net

Property and equipment, net is stated at cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful life of the related asset. Expenses that improve an asset or extend its remaining useful life are capitalized. Costs of maintenance or repairs that do not extend the lives of the respective assets are charged to expenses as incurred.

Deferred Contract Costs

Sales commissions earned by the Company's sales force are considered incremental and recoverable costs of obtaining a contract with a customer. These costs are deferred and then amortized over a period of benefit which is determined to be four years. The Company determined the period of benefit by taking into consideration the length of terms in its customer contracts, life of the technology and other factors. Amounts expected to be recognized within one year of the balance sheet date are recorded as deferred contract costs, current; the remaining portion is recorded as deferred contract costs, non-current, in the consolidated balance sheets. Deferred contract costs are periodically analyzed for impairment. Amortization expense is included in sales and marketing expenses in the accompanying consolidated statements of operations.

The adoption of ASC 606 related to the deferral of incremental commission costs of obtaining a contract, primarily sales commissions, resulted in a decrease to accumulated deficit of $2.7 million as of January 1, 2017.

Deferred contract costs on the Company's consolidated balance sheets were $4.8 million, $11.0 million and $14.9 million as of December 31, 2017 and 2018 and June 30, 2019 (unaudited) respectively. Amortization expense was $1.3 million, $2.7 million, $1.1 million and $2.3 million for the years ended December 31, 2017 and 2018, and six months ended June 30, 2018 and 2019 (unaudited), respectively.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table represents a rollforward of the Company's deferred contract costs (in thousands):

	Amount
Balance as of January 1, 2017	$ 2,677
Additions to deferred contract costs	3,352
Amortization of deferred contract costs	(1,274)
Balance as of December 31, 2017	4,755
Additions to deferred contract costs	8,925
Amortization of deferred contract costs	(2,671)
Balance as of December 31, 2018	11,009
Additions to deferred contract costs (unaudited)	6,112
Amortization of deferred contract costs (unaudited)	(2,252)
Balance as of June 30, 2019 (unaudited)	$ 14,869

Deferred Offering Costs

Deferred offering costs, which consist of direct incremental legal, accounting, and consulting fees relating to the IPO, will be capitalized. The deferred offering costs will be offset against IPO proceeds upon the consummation of the IPO. In the event the planned IPO is terminated, the deferred offering costs will be expensed. There were no deferred offering costs recorded as of December 31, 2017 and 2018. As of June 30, 2019, there was $1.4 million (unaudited) of deferred offering costs recorded.

Business Combinations

When the Company acquires a business, the purchase consideration is allocated to the tangible assets acquired, liabilities assumed, and intangible assets acquired based on their estimated respective fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. Such valuations require the Company to make significant estimates and assumptions, especially with respect to intangible assets. Significant estimates in valuing certain intangible assets include, but are not limited to, future expected cash flows from acquired users, acquired technology, and trade names from a market participant perspective, useful lives and discount rates. The Company's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates. During the measurement period, the Company may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to other income, net in the consolidated statement of operations.

Accounting for Impairment of Long-Lived Assets (Including Goodwill and Intangibles)

Long-lived assets with finite lives include property and equipment, capitalized development software costs and acquired intangible assets. Long-lived assets are amortized over their estimated useful lives which are as follows:

Computers and equipment	3 years
Furnitures and fixtures	5 years
Leasehold improvements	Shorter of lease term or useful life of asset
Capitalized software development costs	2 years
Intangible assets	1-3 years

The Company evaluates long lived assets, including acquired intangible assets and capitalized software development costs, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable or the estimated useful life becomes shorter than originally estimated. Recoverability of assets held and used is measured by comparison of the carrying amount of an asset or an asset group to estimated undiscounted future net cash flows expected to be generated by the asset or asset group. If the carrying amount of an asset exceeds these estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the assets exceeds the fair value of the asset or asset group, based on discounted cash flows.

Goodwill is not amortized but rather tested for impairment at least annually in the fourth quarter, or more frequently if events or changes in circumstances indicate that goodwill may be impaired. Goodwill impairment is recognized when the quantitative assessment results in the carrying value exceeding the fair value, in which case an impairment charge is recorded to the extent the carrying value exceeds the fair value. The Company did not recognize any impairment of goodwill during the years ended December 31, 2017 or 2018 or six months ended June 30, 2018 or 2019 (unaudited).

Operating Leases

The Company leases real estate facilities under operating leases. For leases that contain rent escalation or rent concession provisions, the Company records the total rent expense during the lease term on a straight-line basis over the term of the lease. Prior to the adoption of ASC 842, *Leases* on January 1, 2019, the Company records the difference between the rent paid and the straight-line rent expense as a deferred rent liability within accrued expenses and other current liabilities and other liabilities.

Deferred Revenue

The Company records contract liabilities to deferred revenue when the Company receives customer payments in advance of the performance obligations being satisfied on the Company's contracts. Certain of the Company's customers pay in advance of satisfaction of performance obligations and other customers with monthly contract terms are billed in arrears on a monthly basis.

The deferred revenue balance as of January 1, 2017 was $9.2 million. The Company recognized $9.2 million and $37.1 million of revenue during the fiscal years ended December 31, 2017 and 2018, respectively from beginning deferred revenue balances as of January 1, 2017 and 2018, respectively. The increase in contract liabilities from December 31, 2017 to December 31, 2018 primarily resulted from growth of contracts with new and existing customers.

The Company recognized $24.0 million (unaudited) and $51.7 million (unaudited) for the six months ended June 30, 2018 and 2019, respectively, from beginning deferred revenue balances as of January 1, 2018 and 2019, respectively.

Remaining performance obligations represent the aggregate amount of the transaction price in contracts allocated to performance obligations not delivered, or partially undelivered, as of the end of the reporting period. Remaining performance obligations include unearned revenue, multi-year contracts with future installment payments and certain unfulfilled orders against accepted customer contracts at the end of any given period. As of December 31, 2018 and June 30, 2019, the aggregate transaction price allocated to remaining performance obligations was $127.1 million and $186.8 million (unaudited), respectively. There is uncertainty in the timing of revenues associated with the Company's drawdown contracts, as future revenue can often vary significantly from past revenue.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

However, the Company expects to recognize substantially all of the remaining performance obligations over the next 24 months.

Net Income (Loss) Per Share Attributable to Common Shareholders

Basic net income (loss) per share is computed by dividing net income (loss) by the weighted-average number of shares of common stock outstanding during the period. Diluted net income (loss) per share is computed by dividing net income (loss) by the weighted-average number of shares of common stock outstanding during the period giving effect to all potentially dilutive securities to the extent they are dilutive. The dilutive effect of potentially dilutive securities is reflected in diluted net income (loss) per share by application of the two-class method. During the periods when we are in a net loss position, the net loss attributable to common stockholders was not allocated to the convertible preferred stock and unvested common stock under the two-class method as these securities do not have a contractual obligation to share in our losses.

Accounting Pronouncements Recently Adopted

In November 2015, the Financial Accounting Standards Board ("FASB") issued ASU No. 2015-17, *Income Taxes (Topic 740), Balance Sheet Classification of Deferred Tax*. ASU No. 2015-17 was issued by the FASB as part of its initiative to reduce complexity in accounting standards (the Simplification Initiative). Current GAAP requires an entity to separate deferred income tax liabilities and assets into current and noncurrent amounts in a classified statement of financial position. To simplify the presentation of deferred income taxes, the amendments in ASU 2015-17 require that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The current requirement that deferred tax liabilities and assets of a tax-paying component of an entity be offset and presented as a single amount is not affected by the amendments of ASU 2015-17. ASU 2015-17 is effective for financial statements issued for annual periods beginning after December 15, 2017 and interim periods within those annual periods. Early adoption is permitted for financial statements that have not been previously issued. The ASU was adopted January 1, 2019 and applied retrospectively to all deferred tax assets and liabilities for all periods presented. The Company adoption of this ASU had no material impact on the Company's consolidated financial statements.

In March 2016, the FASB issued ASU 2016-09, *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*, which simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The Company has adopted this ASU effective January 1, 2018, and elected to account for forfeitures as they occur upon adoption, rather than estimated expected forfeitures over the course of a vesting period. The Company recognized a cumulative effect of $0.8 million to accumulated deficit as of January 1, 2018 upon adoption.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows*. The ASU provides guidance on how certain cash receipts and outflows should be classified on entities' statement of cash flows. The Company adopted the ASU on January 1, 2019 on a retrospective basis to all periods presented. Adoption of this ASU and did not have a material impact on the Company's consolidated statements of cash flows for the periods presented.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows*. The standard requires that the statements of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. The Company adopted the ASU on January 1, 2019 on a retrospective basis for all periods presented. Prior to the adoption of the ASU, changes within restricted cash were presented within investing activities as changes related to payments and refunds of security deposits in connection with leases for the Company's facilities. As a result of adopting the ASU, the Company includes restricted cash with cash and cash equivalents when reconciling the beginning-of-period and

end-of-period total amounts presented on the statement of consolidated cash flows. Accordingly, the statement of cash flows has been revised to include restricted cash as a consolidated component of cash, cash equivalents, and restricted cash.

In January 2017, the FASB issued ASU 2017-01 *Business Combinations (Topic 805): Clarifying the Definition of a Business*. This ASU provides guidance to evaluate whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. If substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single asset or a group of similar assets, the assets acquired (or disposed of) are not considered a business. The Company adopted ASU 2017-01 as of January 1, 2017 on a prospective basis and there was no material impact on the Company's consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. The update simplifies the measurement of goodwill by eliminating step 2 from the goodwill impairment test. Entities should recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value. The Company early adopted this ASU on January 1, 2017 and its adoption had no impact on the Company's consolidated financial statements.

In May 2017, the FASB issued ASU 2017-09, *Compensation—Stock Compensation (Topic 718): Scope of Modification Accounting*. This amends the scope of modification accounting for share-based payment arrangements. The ASU provides guidance on the types of changes to the terms or conditions of share-based payment awards to which an entity would be required to apply modification accounting. Specifically, an entity would not apply modification accounting if the fair value, vesting conditions, and classification of the awards are the same immediately before and after the modification. The Company adopted this ASU on January 1, 2019 on a retrospective basis to all periods presented. Application of this ASU did not have a material impact on the Company's consolidated financial statements for the year ended December 31, 2018.

In February 2016, the FASB issued ASU 2016-02, *Leases (ASC 842)*, which requires, among other items, lessees to recognize most leases as assets and liabilities on the balance sheet. Qualitative and quantitative disclosures are also enhanced to better understand the amount, timing and uncertainty of cash flows arising from leases. The Company adopted this ASU on January 1, 2019 and has elected the transition option prescribed by ASU 2018-11, and accordingly will not restate prior periods under ASC 842. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed the Company to carry forward the historical lease classification and determination of the lease term. Upon adoption, the Company recognized a right of use asset of $47.9 million and a lease liability of $51.4 million with no impact to accumulated deficit or consolidated statement of cash flows. The Company's consolidated financial statements for the six months ended June 30, 2019 reflect the adoption of ASC 842.

Accounting Pronouncements Not Yet Adopted

In June 2018, the FASB issued ASU 2018-07, Compensation—*Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*. The updated guidance simplifies the accounting for nonemployee share-based payment transactions. The amendments in the new guidance specify that Topic 718 applies to all share-based payment transactions in which a grantor acquires goods or services to be used or consumed in a grantor's own operations by issuing share-based payment awards. The ASU is effective for public business entities for fiscal years beginning after December 15, 2018 and the Company does not expect a material effect on the Company's consolidated financial statements as a result of this ASU.

In August 2018, the FASB issued ASU No. 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software*, which align the requirements for capitalizing implementation costs incurred in a hosting arrangement

that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal use software license). The accounting for the service element of a hosting arrangement that is a service contract is not affected by the amendments in this ASU. The amendments in this ASU are effective for public business entities for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Early adoption is permitted. The Company does not expect the adoption of this ASU to have a material effect on the Company's consolidated financial statements.

3. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	December 31, 2017	December 31, 2018	June 30, 2019 (unaudited)
Hosting	$ 2,182	$ 3,356	$ 8,554
General prepaid expenses	1,293	3,607	4,715
Other receivables	1,896	526	2,256
Deferred compensation	1,358	—	—
Marketing	390	218	1,283
Rent	334	1,066	1,126
Restricted cash	284	—	3,201
Total prepaid expenses and other current assets	$ 7,737	$ 8,773	$ 21,135

4. Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

	December 31, 2017	December 31, 2018	June 30, 2019 (unaudited)
Computers and equipment	$ 2,304	$ 4,540	$ 6,237
Furniture & fixtures	1,287	2,621	4,067
Leasehold improvements	2,401	8,554	13,767
Capitalized software development costs	8,657	15,000	19,532
Total property and equipment	14,649	30,715	43,603
Less: accumulated depreciation and amortization	(3,528)	(9,066)	(13,480)
Total property and equipment, net	$ 11,121	$ 21,649	$ 30,123

As discussed in Note 2, *Basis of Presentation and Summary of Significant Accounting Policies—Internal Use Software*, the Company capitalizes costs related to the development of computer software for internal use and is included in capitalized software development costs within property and equipment, net.

Depreciation and amortization expense was approximately $2.2 million, $5.5 million, $2.3 million and $4.4 million for the years ended December 31, 2017 and 2018, and six months ended June 30, 2018 and 2019 (unaudited), respectively.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

5. Acquisition, Intangible Assets and Goodwill

Focusmatic Acquisition

On March 28, 2017, the Company completed an acquisition of Focusmatic SAS ("Focusmatic"). Focusmatic is a log processing and analytics company that aligns with the Company's goal of improving visibility for its customers IT infrastructure. Goodwill was not deductible for tax purposes. Pursuant to the Agreement and Plan of Merger, the entire ownership of Focusmatic was purchased by the Company in exchange for 764,004 shares of the Company's common stock and $5.4 million of cash consideration. Goodwill resulted primarily from the expected integration of the employee base and product offerings of Focusmatic with the Company. The acquisition was accounted for as a business combination in accordance with ASC 805, *Business Combinations* with the results of Focusmatic's operations included in the consolidated financial statements from the date of acquisition. Results of operations for this acquisition have been included in the Company's consolidated statements of operations and comprehensive loss since the acquisition date and were not material. Pro forma results of operations for this acquisition have not been presented because it was also not material to the consolidated results of operations. Transaction costs amounted to approximately $0.1 million and were expensed as incurred.

The aggregate purchase consideration and estimated fair values of the assets acquired and liabilities assumed at the date of acquisition were as follows (in thousands):

	Fair Value
Fair value of purchase consideration:	
Cash consideration	$ 5,397
Common stock	2,015
Total purchase consideration	$ 7,412

	Fair Value
Fair value of net assets acquired:	
Net tangible assets (liabilities)	$ (200)
Developed technology	1,300
Customer relationships	20
Goodwill	6,292
Total fair value of net assets acquired	$ 7,412

Madumbo Acquisition

On September 28, 2018, the Company entered into a Stock Purchase Agreement with Madumbo whereby the Company acquired all of the issued and outstanding shares of Madumbo for $1.6 million in cash consideration. Madumbo created an artificial intelligence platform that the Company plans to use to strengthen the Company's current product offering. Goodwill was not deductible for tax purposes. Goodwill resulted primarily from the expected integration of Madumbo's platform with the Company's existing product offerings. The acquisition was accounted for as a business combination in accordance with ASC 805, *Business Combinations*. The results of Madumbo's operations have been included in the Company's consolidated statements of operations and comprehensive loss since the acquisition date and were not material. Pro forma results of operations for this acquisition have not been presented because it was also not material to the consolidated results of operations. Transaction costs amounted to approximately $0.1 million and were expensed as incurred.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The aggregate purchase consideration and estimated fair values of the assets acquired and liabilities assumed at the date of acquisition were as follows (in thousands):

	Fair Value
Fair value of net assets acquired:	
Net tangible assets (liabilities)	$ (536)
Developed technology	825
Goodwill	1,334
Total fair value of net assets acquired	$ 1,623

Intangibles, net consisted of the following (in thousands):

	December 31, 2017			December 31, 2018			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Amortization Period
Developed technology	$ 1,300	$ (330)	$ 970	$ 2,125	$ (837)	$ 1,288	2-3 years
Customer relationships	20	(16)	4	20	(20)	—	1 year
Total	$ 1,320	$ (346)	$ 974	$ 2,145	$ (857)	$ 1,288	

	As of June 30, 2019 (unaudited)		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology	$ 2,125	$ (1,183)	$ 942

Intangible amortization expense was approximately $0.5 million, $0.5 million, $0.2 million and $0.4 million for the years ended December 31, 2017 and 2018 and six months ended June 30, 2018 and 2019 (unaudited), respectively. Amortization of developed technology and customer relationships are included in cost of revenue on the Company's consolidated statement of operations and comprehensive loss.

As of June 30, 2019, future amortization expense by year is expected to be as follows (in thousands):

	Amount (unaudited)
Remainder of 2019	$ 361
2020	378
2021	203
Total	$ 942

The changes in the carrying amount of goodwill were as follows (in thousands):

	Amount
Balance as of January 1, 2017	$ —
Focusmatic acquisition	6,292
Balance as of December 31, 2017	6,292
Madumbo acquisition	1,334
Balance as of December 31, 2018 and June 30, 2019 (unaudited)	$ 7,626

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

6. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	December 31,		June 30,
	2017	2018	2019
			(unaudited)
Accrued compensation	$10,143	$ 8,434	$ 6,062
Early exercise liability-stock options	81	2,931	3,346
Commissions and bonuses	2,349	6,795	5,695
Income tax liability	152	516	753
Payroll and sales taxes	335	1,147	1,317
Deferred rent	600	3,527	—
Other	2,996	6,940	4,552
Total accrued expenses and other current liabilities	$16,656	$30,290	$ 21,725

7. Commitments and Contingencies

Lease Commitments—The Company has entered into various noncancelable operating leases for its facilities expiring between fiscal 2019 and 2025. Certain operating leases contain provisions under which monthly rent escalates over time. When lease agreements contain escalating rent clauses or free rent periods, the Company recognizes rent expense on a straight-line basis over the term of the lease.

Rent expense for the years ended December 31, 2017 and 2018 was $3.8 million and $10.0 million, respectively.

During 2017 and 2018 the Company received $0.1 million and $0.7 million, respectively, in sub-lease income which were recorded as a credit to rent expense.

Future minimum lease payments under noncancelable operating leases as of December 31, 2018 are as follows (in thousands):

Year Ending December 31,	Amount
2019	$ 9,833
2020	14,549
2021	17,254
2022	17,036
2023	14,986
Thereafter	4,017
Total	77,675
Future sublease income	(4,886)
Net minimum lease payments	$72,789

The above payments include payments related to a lease entered into in July 2018 with a lease term of 5 years and total lease payments over the life of the lease of approximately $19.8 million. The Company has not taken possession of the underlying property as of December 31, 2018 or June 30, 2019 and therefore, the operating lease liability has not been reflected on the consolidated balance sheet subsequent to the adoption of ASC 842.

Non-Income Tax Matters—In January 2015, the Company recorded a $5.0 million contingent Federal payroll tax liability in conjunction with common stock repurchase transactions, as part of a capital raise, with certain of its employees. The potential payroll tax treatment of these transactions was subject to uncertainty, and

the contingent payroll tax liability was deemed probable and reasonably estimable. On April 15, 2019, the period of limitations for assessing the contingent Federal payroll tax liability expired and the Company was legally released from being the primary obligor. As a result, the Company recognized a $5.0 million benefit in the consolidated statement of operations during the six months ended June 30, 2019 (unaudited).

401(k) Plan—The Company sponsors a 401(k) defined contribution plan covering all eligible US employees. Contributions to the 401(k) plan are discretionary. The Company did not make any matching contributions to the 401(k) plan for the years ended December 31, 2017 and 2018.

Legal Matters—The Company is involved from time to time in various claims and legal actions arising in the ordinary course of business. While it is not feasible to predict or determine the ultimate outcome of these matters, the Company believes that none of its current legal proceedings will have a material adverse effect on its financial position or results of operations.

Indemnification—The Company enters into indemnification provisions under some agreements with other parties in the ordinary course of business, including business partners, investors, contractors, customers, and the Company's officers, directors and certain employees. The Company has agreed to indemnify and defend the indemnified party claims and related losses suffered or incurred by the indemnified party from actual or threatened third-party claim because of the Company's activities or non-compliance with certain representations and warranties made by the Company. It is not possible to determine the maximum potential loss under these indemnification provisions due to the Company's limited history of prior indemnification claims and the unique facts and circumstances involved in each particular provision. To date, losses recorded in the Company's consolidated statements of operations and comprehensive (loss) income in connection with the indemnification provisions have not been material.

8. Leases

The Company has entered into various noncancelable operating leases for its facilities expiring between fiscal 2019 and 2025. Certain lease agreements contain an option for the Company to renew a lease for a term of up to five years or an option to terminate a lease early within three years. The Company considers these options, which may be elected at the Company's sole discretion, in determining the lease term on a lease-by-lease basis. The Company has elected the practical expedient not to record leases with an initial term of 12 months or less on the balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term. The Company accounts for lease components and non-lease components as a single lease component. Operating lease assets and liabilities are reflected within operating lease assets; operating lease liabilities, current and operating lease liabilities, non-current, on the consolidated balance sheet.

Lease expense for these leases is recognized on a straight-line basis over the lease term, with variable lease payments recognized in the period those payments are incurred.

The components of lease cost recognized within the Company's consolidated statements of operations and comprehensive loss were as follows (in thousands):

	Six Months Ended June 30, 2019 (unaudited)
Operating lease cost(1)	$ 5,830
Variable lease cost(2)	10
Short-term lease cost	1,584

1) Includes right of use amortization of $4.5 million
2) Primarily related to Consumer Price Index adjustments, common area maintenance and property tax.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Supplemental cash flow information and non-cash activity related to the Company's operating leases are as follows (in thousands):

	June 30, 2019 (unaudited)
Cash paid for amounts included in measurement of lease liabilities	$ 4,548

Maturities of lease liabilities by fiscal year for the Company's operating leases are as follows (in thousands):

	Amount (unaudited)
Remainder of 2019	$ 5,756
2020	12,583
2021	12,550
2022	11,559
2023	8,326
2024 and beyond	4,017
Total lease payments	$ 54,791
Less: imputed interest	(6,428)
Present value of lease liabilities	$ 48,363

Weighted average remaining lease term and discount rate for the Company's operating leases are as follows:

	June 30, 2019 (unaudited)
Weighted average remaining lease term	4.6 years
Weighted average discount rate	5.6%

9. Convertible Preferred Stock

Convertible Preferred Stock—Convertible Preferred Stock is carried at the issuance price, net of issuance costs.

At December 31, 2017, convertible preferred stock (the "Preferred Stock") consisted of the following (in thousands, except share and per share data):

	Shares Authorized	Shares Issued and Outstanding	Issuance Price Per Share	Carrying Value1	Liquidation Preference
Seed	6,951,580	6,467,984	$ 0.1726	$ 1,090	$ 1,117
Series A	16,557,876	16,398,544	$ 0.3766	6,042	$ 6,175
Series B	15,662,932	13,206,664	$ 0.9577	12,564	$ 12,648
Series C	11,726,764	10,129,808	$ 2.6521	26,764	$ 26,865
Series D	13,735,304	13,735,304	$ 6.8806	94,345	$ 94,507
	64,634,456	59,938,304		$ 140,805	

1) Amounts are net of issuance costs.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

At December 31, 2018, Preferred Stock consisted of the following (in thousands, except share and per share data):

	Shares Authorized	Shares Issued and Outstanding	Issuance Price Per Share	Carrying Value[1]	Liquidation Preference
Seed	6,467,984	6,467,984	$ 0.1726	$ 1,090	$ 1,117
Series A	16,398,544	16,398,544	$ 0.3766	6,042	$ 6,175
Series B	13,206,664	13,206,664	$ 0.9577	12,564	$ 12,648
Series C	10,129,808	10,129,808	$ 2.6521	26,764	$ 26,865
Series D	13,735,304	13,735,304	$ 6.8806	94,345	$ 94,507
	59,938,304	59,938,304		$ 140,805	

1) Amounts are net of issuance costs.

At June 30, 2019 (unaudited), Preferred Stock consisted of the following (in thousands, except share and per share data):

	Shares Authorized	Shares Issued and Outstanding	Issuance Price Per Share	Carrying Value[1]	Liquidation Preference
Seed	6,467,984	6,230,998	$ 0.1726	$ 1,062	$ 1,076
Series A	16,398,544	16,373,283	$ 0.3766	6,032	$ 6,165
Series B	13,206,664	13,206,664	$ 0.9577	12,564	$ 12,648
Series C	10,129,808	10,124,228	$ 2.6521	26,749	$ 26,850
Series D	13,735,304	13,735,304	$ 6.8806	94,345	$ 94,507
	59,938,304	59,670,477		$ 140,752	

1) Amounts are net of issuance costs.

Significant rights and preferences of the above convertible Preferred Stock are as follows:

Conversion—At any time following the date of issuance, each share of Preferred Stock is convertible, at the option of its holder, into the number of shares of common stock, which results from dividing the applicable original issue price per share for each series by the applicable conversion price per share for such series.

The initial conversion price of the Series D Preferred Stock shall be equal to $6.88, the Series C Preferred Stock shall be equal to $2.65, the Series B Preferred Stock shall be equal to $0.96, the Series A Preferred Stock shall be equal to $0.38, and the Seed Preferred Stock shall be equal to $0.17.

The conversion price may be adjusted from time to time based on certain events such as a Deemed Issue of Additional Shares of Common Stock, stock splits and combinations, dividends or distributions or in the event of a merger or reorganization.

The Preferred Stock is subject to mandatory conversion upon the sale of shares of Common Stock of at least $10.32 per share in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, resulting in at least $75 million of gross proceeds to the Company (“Qualified Liquidation Event”).

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Voting—The holders of Preferred Stock are entitled to vote on all matters and are entitled to the number of votes equal to the number of shares of common stock into which each share is then convertible. The holders of the shares of Series B Preferred Stock, shall be entitled to elect one director, the holders of Series A Preferred Stock, shall be entitled to elect two directors.

Dividends—The Company shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Company (other than dividends on common shares payable in common shares) unless the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Seed Preferred Stock in an amount at least equal to $0.01035 per share, on each outstanding share of Series A Preferred Stock in an amount at least equal to $0.02259 per share, on each outstanding share of Series B Preferred Stock in an amount at least equal to $0.0574 per share, on each outstanding share of Series C Preferred Stock in an amount at least equal to $0.1591 per share, and on each outstanding share of Series D Preferred Stock in an amount at least equal to $0.4128 per share.

No dividends have been declared or paid by the Company since inception.

Liquidation Preference—In the event of any liquidation, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders, on a pari passu basis. The liquidation to Preferred Stock (Seed, Series A, Series B, Series C, and Series D) will be an amount per share equal to the greater of (a) the original issue price plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares been converted into Common Stock immediately prior to liquidation.

If upon any liquidation, the assets of the Company are insufficient to make payment in full to the holders of Seed Preferred, Series A Preferred, Series B Preferred, Series C Preferred, and Series D Preferred, then such assets shall be distributed among the holders of the Seed, Series A, Series B Preferred, Series C Preferred, and Series D ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

After payment has been made to the holders of the Preferred Stock, the remaining assets available for distribution will be distributed ratably among the holders of common stock.

Redemption—The Preferred Stock is redeemable upon certain deemed liquidation events such as a merger or sale of substantially all the assets of the Company.

Classification—The convertible Preferred Stock is not mandatorily redeemable, but a liquidation event would constitute a redemption event outside of management's control. Therefore, all shares of convertible Preferred Stock have been presented outside of permanent equity in accordance with ASC 480, *Distinguishing Liabilities from Equity*. Further, the Company will not adjust the carrying value of the convertible Preferred Stock to the redemption value of such shares, since it is uncertain whether or when a redemption event will occur. In accordance with ASC 480, if it becomes certain that the convertible Preferred Stock will become redeemable, the carrying amount will be adjusted to equal the fair value of the instrument on the date that the contingent event becomes certain.

10. Equity

Common Stock—Holders of common stock are entitled to one vote per share and may elect two directors. Holders of common stock are entitled to receive any dividends as may be declared from time to time by the board of directors. Common stock is subordinate to the Preferred Stock with respect to dividend rights and rights upon a Qualified Liquidation Event of the Company. The common stock is not redeemable at the option of the holder.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

At December 31, 2017 and 2018 and June 30, 2019, the Company had reserved shares of common stock for future issuance as follows:

	December 31,		June 30,
	2017	2018	2019
			(unaudited)
Seed Preferred Stock	6,467,984	6,467,984	6,230,998
Series A Preferred Stock	16,398,544	16,398,544	16,373,283
Series B Preferred Stock	13,206,664	13,206,664	13,206,664
Series C Preferred Stock	10,129,808	10,129,808	10,124,228
Series D Preferred Stock	13,735,304	13,735,304	13,735,304
Non-voting common shares	379,000	—	—
2012 stock option plan:			
Options outstanding	14,959,296	12,955,019	11,539,501
Shares available for future grants	2,979,672	23,075	325,544
	78,256,272	72,916,398	71,535,522

In January 2018, the Company converted the then outstanding shares of non-voting common stock to common stock. The non-voting common stock had the same rights and preferences as common stock except that the non-voting stock did not contain any voting rights.

In March 2019, certain investors proposed a tender offer to purchase shares of the Company's capital stock from certain stockholders at a price of $47.75 per share, pursuant to an offer to purchase to which the Company was not a party. The Company agreed to waive certain transfer restrictions in connection with, and assist in the administration of, the tender offer. The tender offer was completed in the second quarter of 2019, and an aggregate of 4,788,957 shares of the Company's capital stock were successfully tendered, including 267,827 shares of Preferred stock that converted into an equal number of shares of common stock in conjunction with the sale.

Stock-Based Compensation—The Company adopted an equity incentive plan in 2012 (the "Plan"), pursuant to which the Company's board of directors may grant stock option and restricted stock awards to employees, directors, officers, agents, consultants, advisors, and independent contractors. The Company has reserved 24,280,716 shares of the Company's common stock for issuance pursuant to awards granted under the Plan as of June 30, 2019 (unaudited). Shares issued under the Plan shall be drawn from authorized and unissued shares or reacquired common stock. Stock option grants typically vest over a four-year requisite service period. Certain awards do include provisions where vesting accelerates upon the change of control event. The contractual term of stock options is typically ten years.

The Company uses the Black-Scholes option pricing model to value stock options. The fair value of each award is recognized on a straight-line basis over the vesting or service period, which is typically four years. The Black-Scholes model requires specified inputs to determine the fair value of stock-based awards, consisting of (i) the expected volatility of the Company's common stock over the expected option life, (ii) the risk-free interest rate, (iii) the expected dividend yield, and (iv) the expected option life.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table summarizes the assumptions used during the years ended December 31, 2017 and 2018:

	Year Ended December 31,	
	2017	2018
Expected volatility	37.1% - 38.8%	38.4% - 39.0%
Risk-free interest rate	1.8% - 2.2%	2.6% - 3.0%
Expected dividend yield	—%	—%
Expected term (in years)	5.1 - 6.1	5.8 - 6.1
Fair value of common stock	$2.61 - $3.07	$6.70 - $16.89

The following table summarizes the assumptions used during the six months ended June 30, 2018 and 2019:

	Six Months Ended June 30,	
	2018	2019
	(unaudited)	
Expected volatility	38.5% - 38.9%	38.9% - 39.2%
Risk-free interest rate	2.6% - 2.8%	1.8% - 2.6%
Expected dividend yield	—%	—%
Expected term (in years)	5.9 - 6.1	5.2 - 6.2
Fair value of common stock	$6.70 - $10.34	$18.47 - $31.86

Expected volatility—The Company performed an analysis of its peer companies with similar expected lives to develop an expected volatility assumption.

Expected term—Derived from the life of the options granted under the option plan and is based on the simplified method which is essentially the weighted average of the vesting period and contractual term.

Risk-free interest rate—Based upon quoted market yields for the United States Treasury debt securities.

Expected dividend yield—Since the Company has never paid and has no intention to pay cash dividends on common stock, the expected dividend yield is zero.

Fair value of the common stock—Because the Company's common stock is not yet publicly traded, the Company must estimate the fair value of common stock. The Board of Directors considers numerous objective and subjective factors to determine the fair value of the Company's common stock at each meeting in which awards are approved. The factors considered include, but are not limited to: (i) the results of contemporaneous independent third-party valuations of the Company's common stock; (ii) the prices, rights, preferences, and privileges of the Company's redeemable convertible Preferred Stock relative to those of its common stock; (iii) the lack of marketability of the Company's common stock; (iv) actual operating and financial results; (v) current business conditions and projections; (vi) the likelihood of achieving a liquidity event, such as an initial public offering or sale of the Company, given prevailing market conditions; and (vii) precedent transactions involving the Company's shares.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Stock option activity during the years ended December 31, 2017 and 2018 and the six months ended June 30, 2019 (unaudited) is as follows:

	Shares Available For Grant	Number Of Options Outstanding	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (in Years)
Balance—January 1, 2017	1,238,224	11,941,720	$ 1.16	8.9
Increase in option pool	5,481,016	—		
Options granted	(4,280,656)	4,280,656	$ 2.68	
Options exercised	—	(721,992)	$ 0.64	
Options forfeited	541,088	(541,088)	$ 1.93	
Balance—December 31, 2017	2,979,672	14,959,296	$ 1.59	8.3
Options granted	(3,745,601)	3,745,601	$ 4.84	
Options exercised	—	(4,960,874)	$ 1.57	
Options forfeited	789,004	(789,004)	$ 2.37	
Balance—December 31, 2018	23,075	12,955,019	$ 2.49	7.9
Increase in option pool (unaudited)	1,500,000	—		
Options granted (unaudited)	(1,420,660)	1,420,660	$ 18.90	
Options exercised (unaudited)	—	(2,613,049)	$ 1.99	
Options forfeited (unaudited)	223,129	(223,129)	$ 4.94	
Balance—June 30, 2019 (unaudited)	325,544	11,539,501	$ 4.58	7.9
Exercisable—June 30, 2019 (unaudited)		6,009,369	$ 1.91	7.0

The weighted average grant-date fair value of options granted during 2017 and 2018 was $1.21 and $7.44, respectively. The Company received approximately $0.5 million and $7.8 million in cash proceeds from options exercised during 2017 and 2018, respectively. The intrinsic value of options exercised in 2017 and 2018 was approximately $1.5 million and $36.4 million, respectively. The aggregate fair value of options vested during 2017 and 2018 was $4.2 million and $3.5 million, respectively.

The weighted average grant-date fair value of options granted during the six months ended June 30, 2018 and June 30, 2019 was $5.32 (unaudited) and $12.08 (unaudited), respectively. The Company received approximately $4.1 million (unaudited) and $5.2 million (unaudited) in cash proceeds from options exercised during the six months ended June 30, 2018 and June 30, 2019, respectively. The intrinsic value of options exercised during the six months ended June 30, 2018 and June 30, 2019 was approximately $19.4 million (unaudited) and $53.8 million (unaudited), respectively. The aggregate fair value of options vested during the six months ended June 30, 2018 and 2019 was $2.0 million (unaudited) and $3.6 million (unaudited), respectively.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Stock-based compensation expense was included in the consolidated statement of operations and comprehensive loss as follows (in thousands):

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
			(unaudited)	
Cost of revenue	$ 112	$ 287	$ 108	$ 211
Research and development	1,160	1,641	544	1,775
Sales and marketing	977	1,910	719	1,736
General and administrative	819	1,406	372	1,617
Stock-based compensation, net of amounts capitalized	3,068	5,244	1,743	5,339
Capitalized stock-based compensation expense	248	167	75	123
Total stock-based compensation expense	$ 3,316	$ 5,411	$ 1,818	$ 5,462

Total compensation cost related to unvested awards not yet recognized was approximately $28.4 million and $39.0 million (unaudited) as of December 31, 2018 and June 30, 2019, respectively. The weighted average period over which this compensation cost related to unvested employee awards will be recognized is 3.4 years and 3.3 years (unaudited) as of December 31, 2018 and June 30, 2019, respectively.

Common stock purchased pursuant to an early exercise of stock options is not deemed to be outstanding for accounting purposes until those shares vest. The consideration received for an exercise of an option is considered to be a deposit of the exercise price and the related dollar amount is recorded as a liability. The shares issued upon the early exercise of these unvested stock option awards, which are reflected as exercises in the table above, are considered to be legally issued and outstanding on the date of exercise. Upon termination of service, the Company may repurchase unvested shares acquired through early exercise of stock options at a price equal to the price per share paid upon the exercise of such options. The Company has recorded liabilities related to early exercises of 87,596 shares of common stock, 698,552 shares of common stock and 787,500 shares of common stock as of December 31, 2017 and 2018 and June 30, 2019 (unaudited), respectively.

11. Income Taxes

For the years ended December 31, 2017 and 2018

Income Taxes—For financial reporting purposes, income/(loss) before income taxes, includes the following components (in thousands):

	December 31,	
	2017	2018
Domestic	$(2,498)	$(11,273)
Foreign	385	1,033
Loss before income taxes	$(2,113)	$(10,240)

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Total income taxes allocated to operations for the years ended December 31, 2017 and 2018 were as follows (in thousands):

2017	Current	Deferred	Total
Federal	$ 41	$ —	$ 41
State	60	—	60
Foreign	477	(121)	356
Total	$ 578	$ (121)	$457

2018	Current	Deferred	Total
Federal	$ —	$ —	$ —
State	(127)	—	(127)
Foreign	559	90	649
Total	$ 432	$ 90	$ 522

Tax Rate Reconciliation—Income tax expense was $0.5 million and $0.5 million for the years ended December 31, 2017 and 2018, respectively, and differed from the amounts computed by applying the U.S. federal statutory income tax rate of 34% and 21% for the years ended December 31, 2017 and 2018, respectively, to pretax loss from operations as a result of the following (in thousands):

	December 31, 2017	December 31, 2018
Income tax expense at federal statutory rate	$ (719)	$(2,151)
Nondeductible expenses	735	1,289
State taxes (net of federal benefit)	60	(100)
Impacts of United States tax reform—rate change and mandatory repatriation	4,353	—
Change in valuation allowance	(4,146)	1,052
Uncertain tax positions	366	241
Foreign taxes	(146)	191
Other	(46)	—
Total	$ 457	$ 522

On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the “Tax Act”). The Tax Act makes broad and complex changes to the U.S. tax code that affected the Company’s financial results for the year ended December 31, 2017, including, but not limited to: (1) requiring a one-time transition tax (payable over eight years) on certain un-repatriated earnings of foreign subsidiaries; (2) a future reduction of the U.S. federal corporate tax rate from 34% to 21% effective January 1, 2018, that reduced the current value of the Company’s deferred tax assets and liabilities; and (3) bonus depreciation that allows for full expensing of qualified property placed in service after September 27, 2017. In addition, the Tax Act establishes new tax laws that may affect the Company’s financial results for the years ending after December 31, 2017, including, but not limited to: (1) a reduction of the U.S. federal income tax rate from 34% to 21%; (2) limitation of the deduction for interest expense; (3) a general elimination of U.S. federal income taxes on dividends from foreign subsidiaries; (4) a new provision designed to tax global intangible low-taxed income; (5) limitations on the deductibility of certain executive compensation; and (6) limitations on the use of Foreign Income Tax Credit to reduce the Company’s income tax liability.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Pursuant to the Staff Accounting Bulletin published by the SEC on December 22, 2017, addressing the challenges in accounting for the effects of the Tax Act in the period of enactment, companies reported provisional amounts for those specific income tax effects of the Tax Act for which the accounting was incomplete but a reasonable estimate could be determined. Those provisional amounts were subject to adjustment during a measurement period of up to one year from the enactment date (a "measurement-period adjustment"). Pursuant to this guidance, the estimated impact of the Tax Act was based on a preliminary review of the new tax law and projected future financial results and was subject to revision based upon further analysis and interpretation of the Tax Act and to the extent that actual results differed from projections available at that time.

In 2018, the Company completed its accounting with respect to the Tax Act and did not make any measurement-period adjustments to the initial tax expense of $4.0 million recorded in 2017. The accounting is summarized below:

- Reduction of U.S. Federal Corporate Tax Rate: The Tax Act reduced the corporate tax rate to 21%, effective January 1, 2018. Consequently, the Company recorded a decrease related to deferred tax assets and liabilities with a corresponding net adjustment to deferred income tax expense for the year ended December 31, 2017 of $4.0 million. In addition, the valuation allowance was reduced by $4.0 million, as the Company is in a full valuation allowance position for the U.S. Deferred Tax Asset position. The Company did not make any measurement-period adjustments related to this item in 2018. The Company's accounting for this element of the Tax Act is complete.
- One-Time Mandatory Deemed Repatriation Tax: The one-time mandatory deemed repatriation tax is imposed on previously untaxed accumulated and current earnings and profits of the Company's foreign subsidiaries. The Company was able to reasonably estimate the one-time mandatory deemed repatriation tax and recorded an initial provisional tax obligation, with a corresponding adjustment to income tax expense for the year ended December 31, 2017, which did not have a material impact. The Company did not make any measurement-period adjustments related to this item in 2018. The Company's accounting for this element of the Tax Act is complete.
- Valuation Allowances: The Company must assess whether its valuation allowance analyses are affected by the various aspects of the Tax Act. During 2017, the Company released $4.0 million of valuation allowance corresponding with the reduction of the associated U.S. deferred tax assets. The Company did not make any measurement-period adjustments related to this item in 2018. The Company's accounting for this element of the Tax Act is complete.
- Global Intangible Low-Taxed Income (GILTI) Policy Election: The FASB allows companies to adopt an accounting policy to either recognize deferred tax for GILTI or treat such tax cost as a current period expense when incurred. The Company has adopted an accounting policy to treat taxes due on GILTI as a current period expense.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Components of Deferred Taxes—The tax effects of temporary differences that give rise to the deferred tax assets and deferred tax liabilities at December 31, 2017 and 2018 are presented below (in thousands):

	December 31, 2017	December 31, 2018
Deferred tax assets:		
Net operating losses (Federal and State)	$ 6,328	$ 7,448
Stock-based compensation	1,616	1,668
Bad debt reserve	113	120
Intangibles	165	200
Accrued compensation	276	248
Deferred revenue	2	658
Federal withholding tax reserve	1,502	1,550
Internal use software	214	725
Rent expense	209	865
Unrealized foreign exchange	1	—
Total deferred tax assets	$10,426	$13,482
Less: valuation allowance	(8,586)	(9,730)
Net deferred tax assets	$ 1,840	$ 3,752
Deferred tax liabilities:		
Fixed assets	$ (381)	$ (737)
Commissions	(1,210)	(2,796)
Unrealized foreign exchange		(95)
Sec. 481(a) adjustment	(249)	(124)
Total deferred tax liabilities	$ (1,840)	$ (3,752)
Net deferred tax assets/liabilities	$ —	$ —

The Company accounts for income taxes using an asset and liability method and deferred income tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax assets and liabilities are expected to be realized or settled. The Company's deferred tax assets and liabilities are comprised primarily of federal and state net operating loss carryforwards and basis differences for financial reporting and tax purposes of certain assets and liabilities. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Based upon the weight of all available evidence, which includes the historical operating performance and the recorded cumulative losses in prior fiscal periods, management does not believe as of December 31, 2017 and 2018 that it is more likely than not that the Company will realize its deferred tax assets. As a result, a valuation allowance of $8.6 million and $9.7 million has been provided at December 31, 2017 and 2018, respectively. The valuation allowance changed by ($3.8 million) and $1.2 million at December 31, 2017 and 2018, respectively. At December 31, 2017 and 2018, the Company has net operating loss carryforwards for federal tax purposes of approximately $23.2 million and $28.0 million, respectively, which is available to offset federal taxable income. The federal net operating loss carryforwards generated at December 31, 2017 and prior will begin to expire in 2031, if not utilized. Net operating losses generated in the December 31, 2018 period have an indefinite carryforward period but are subject to an 80% of taxable income limitation. The Company has approximately $21.7 million and $24.2 million of post-apportioned net operating loss carryforwards as of December 31, 2017 and 2018, respectively for various state tax purposes. The state net operating loss carryforwards will begin to expire in 2029, if not utilized.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Utilization of the net operating losses may be subject to an annual limitation provided for in the Internal Revenue Code under Section 382 and similar state codes. The Company has prepared an analysis to determine whether its net operating losses may be limited under such provisions. It has been determined that any annual limitation would not result in the expiration of net operating loss carryforwards before utilization.

In general, it is the practice and intention of the Company to reinvest the earnings of its non-U.S. subsidiaries in those operations. Historically, the Company has not made a provision for U.S. income tax with respect to accumulated earnings of foreign subsidiaries where the foreign investment of such earnings is essentially permanent in duration. Generally, such amounts would become subject to U.S. taxation upon the remittance of dividends and under certain other circumstances. The Company has not provided U.S. taxes on unremitted earnings of its foreign subsidiaries as it asserts permanent reinvestment on any accumulated earnings and profits.

Consistent with the provisions of ASC 740, *Income Taxes*, the Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

The following table shows the changes in the gross amount of unrecognized tax benefits as of December 31, 2017 and 2018 (in thousands):

	December 31,	
	2017	2018
Beginning balance	$ —	$563
Increases based on tax positions during the current period	563	357
Ending balance	$563	$920

The total amount of unrecognized tax benefits that, if recognized would impact the effective tax rate would be $0.4 million and $0.8 million for the years ended December 31, 2017 and 2018, respectively.

The Company's policy for classifying interest and penalties associated with unrecognized income tax benefits is to include such items in income tax expense. The total amount of interest and penalties associated with unrecognized income tax benefits is $0.2 million and $0.4 million for the years ended December 31, 2017 and 2018, respectively.

Although it is reasonably possible that certain unrecognized tax benefits may increase or decrease within the next twelve months due to tax examination changes, settlement activities, expirations of statute of limitations, or the impact on recognition and measurement considerations related to the results of published tax cases or other similar activities, we do not anticipated any significant changes to unrecognized tax benefits over the next 12 months.

The Company files income tax returns in the U.S. federal jurisdiction, various state jurisdictions and in various international jurisdictions. Tax years 2013 and forward generally remain open for examination for federal and state tax purposes. To the extent utilized in future years' tax returns, net operating loss carryforwards at December 31, 2017 and 2018 will remain subject to examination until the respective tax year is closed.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Six Months Ended June 30, 2018 and 2019

The Company has an effective tax rate of 13.7% and (2.6)% for the six months ended June 30, 2018 and 2019 (unaudited), respectively. The Company has incurred U.S. operating losses and has minimal profits in its foreign jurisdictions.

The Company has evaluated the available evidence supporting the realization of its deferred tax assets, including the amount and timing of future taxable income, and has determined that it is more likely than not that its net deferred tax assets will not be realized in the U.S. Due to uncertainties surrounding the realization of the deferred tax assets, the Company maintains a full valuation allowance against substantially all of its net deferred tax assets. When the Company determines that it will be able to realize some portion or all of its deferred tax assets, an adjustment to its valuation allowance on its deferred tax assets would have the effect of increasing net income in the period such determination is made.

The Company has applied ASC 740, *Income Taxes*, and has determined that it has uncertain positions that would result in a tax reserve deemed immaterial for the six months ended June 30, 2018 and 2019 (unaudited). The Company's policy is to recognize interest and penalties related to uncertain tax positions in income tax expense. The Company is subject to U.S. federal tax authority, U.S. state tax authority and foreign tax authority examinations.

12. Net (Loss) Income Per Share

Basic and diluted net income (loss) per common share is presented in conformity with the two-class method required for participating securities. Prior to the conversion of the Preferred Stock upon the IPO, holders of Series Seed, Series A, Series B, Series C and Series D Preferred Stock are each entitled to receive non-cumulative dividends at a rate of $0.01035 per share, $0.02259 per share, $0.0574 per share, $0.1591 per share and $0.4128 per share, respectively, payable prior and in preference to any dividends on any shares of the Company's common stock.

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table presents the calculation of basic and diluted net (loss) income per share (in thousands, except per share data):

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
			(unaudited)	
Basic net (loss) income per share:				
Numerator:				
Allocation of net (loss) income	$ (2,570)	$ (10,762)	$ 498	$ (13,440)
Less: net income allocated to preferred stockholders	—	—	(498)	—
Allocation of net (loss) income attributable to common stockholders	$ (2,570)	$ (10,762)	$ —	$ (13,440)
Denominator:				
Weighted-average common shares outstanding	20,440	23,650	22,619	26,522
Basic net (loss) income per share	$ (0.13)	$ (0.46)	$ 0.00	$ (0.51)
Diluted net (loss) income per share:				
Numerator:				
Allocation of net (loss) income for basic computation	$ (2,570)	$ (10,762)	$ 498	$ (13,440)
Less: net income allocated to preferred stockholders	—	—	(498)	—
Allocation of net (loss) income attributable to common stockholders	$ (2,570)	$ (10,762)	$ —	$ (13,440)
Denominator:				
Number of shares used in basic calculation	20,440	23,650	22,619	26,522
Weighted-average effect of dilutive securities				
Employee stock options	—	—	4,557	—
Number of shares used in diluted calculation	20,440	23,650	27,176	26,522
Diluted net (loss) income per share	$ (0.13)	$ (0.46)	$ 0.00	$ (0.51)

Potentially dilutive securities that were not included in the diluted per share calculations because they would be anti-dilutive were as follows (in thousands):

	Year Ended December 31,		Six Months Ended June 30,	
	2017	2018	2018	2019
			(unaudited)	
Convertible Preferred Stock	59,938	59,938	59,938	59,670
Shares subject to outstanding stock options	14,959	12,955	7,758	11,540
Unvested early exercised stock options	88	699	284	788
Total	74,985	73,592	67,980	71,998

Unaudited Pro Forma Net Loss Per Share

Immediately prior to the completion of the IPO, all outstanding shares of convertible preferred stock will convert into shares of common stock, based on the shares of the convertible preferred stock outstanding

DATADOG, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

as of December 31, 2018. Unaudited pro forma net loss per share for the fiscal year ended December 31, 2018 and six months ended June 30, 2019 has been computed to give effect to the automatic conversion of the convertible preferred stock (using the as converted method).

The following table presents the calculation of pro forma basic and diluted net loss per share (in thousands, except per share data):

	Year Ended December 31, 2018	Six Months Ended June 30, 2019
Net loss and pro forma net loss		
Shares:		
Weighted-average shares used in computing basic net loss per share		
Pro forma adjustment to reflect conversion of convertible Preferred Stock		
Weighted average shares used in computing pro forma net loss per share		
Pro forma basic and diluted net loss per share		

13. Subsequent Events

For its consolidated financial statements as of December 31, 2018, the Company evaluated subsequent events through June 13, 2019, the date on which the consolidated financial statements were issued, for events requiring recording or disclosure in the consolidated financial statements for the year ended December 31, 2018. The Company has identified the following subsequent events:

In April 2019, the Company entered into a hosting agreement, effective May 2019, for a total purchase commitment of $225.0 million payable over the next three years.

On April 22, 2019, the Company completed an offer to certain stockholders to sell shares to certain new and existing investors totaling $228.7 million. Approximately 5 million common shares were sold at a price of $47.75 per share. The funds for this transaction settled on May 8, 2019.

14. Subsequent Events (Unaudited)

For its consolidated interim financial statements as of June 30, 2019, the Company evaluated subsequent events through August 14, 2019, the date on which the consolidated interim financial statements were originally issued and through the re-issuance date of August 23, 2019, for events requiring recording or disclosure in the consolidated interim financial statements for the interim period ended June 30, 2019. The Company has identified the following subsequent events:

In July 2019, the Board of Directors approved an increase of 2 million shares of common stock under the Plan.

In July 2019, the Board of Directors approved the Equity Incentive Plan (the “2019 Plan”) and an Employee Stock Purchase Plan (the “2019 ESPP”) each of which will become effective in connection with the IPO, subject to approval by the stockholders. The maximum amount of shares that may be issued under The 2019 Plan and 2019 ESPP are approximately 9% and 2%, respectively, of the fully diluted shares of the Company immediately following the IPO.

In July and August 2019, the Company granted stock options to purchase 1,494,900 shares and 183,650 shares of common stock, respectively, with an exercise price of $32.22 per share. These options are subject to service-based vesting conditions over approximately four years.

******

Table of Contents

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Unless otherwise indicated, all references to "Datadog," the "company," "we," "our," "us" or similar terms refer to Datadog, Inc. and its subsidiaries.

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all expenses to be paid by us, other than underwriting discounts and commissions, in connection with this offering. All amounts shown are estimates except for the SEC registration fee, the FINRA filing fee and the exchange listing fee.

SEC registration fee	$ 12,120
FINRA filing fee	15,500
Exchange listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Custodian transfer agent and registrar fees	*
Miscellaneous	*
Total	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act. Our amended and restated certificate of incorporation that will be in effect on the completion of this offering permits indemnification of our directors, officers, employees and other agents to the maximum extent permitted by the Delaware General Corporation Law, and our amended and restated bylaws that will be in effect on the completion of this offering provide that we will indemnify our directors and officers and permit us to indemnify our employees and other agents, in each case to the maximum extent permitted by the Delaware General Corporation Law.

We have entered into indemnification agreements with our directors and officers, whereby we have agreed to indemnify our directors and officers to the fullest extent permitted by law, including indemnification against expenses and liabilities incurred in legal proceedings to which the director or officer was, or is threatened to be made, a party by reason of the fact that such director or officer is or was a director, officer, employee or agent of Datadog, Inc., provided that such director or officer acted in good faith and in a manner that the director or officer reasonably believed to be in, or not opposed to, the best interest of Datadog, Inc. At present, there is no pending litigation or proceeding involving a director or officer of Datadog, Inc. regarding which indemnification is sought, nor is the registrant aware of any threatened litigation that may result in claims for indemnification.

We maintain insurance policies that indemnify our directors and officers against various liabilities arising under the Securities Act and the Securities Exchange Act of 1934, as amended, that might be incurred by any director or officer in his capacity as such.

The underwriters are obligated, under certain circumstances, under the underwriting agreement to be filed as Exhibit 1.1 hereto, to indemnify us and our officers and directors against liabilities under the Securities Act.

Item 15. Recent Sales of Unregistered Securities.

The following sets forth information regarding all unregistered securities sold since January 1, 2016:

(1) *Issuances of Options to Purchase Common Stock*—From January 1, 2016 through the date of this registration statement, we granted under our 2012 Plan options to purchase an aggregate of 13,714,215 shares of our common stock to a total of 1,584 employees, consultants and directors, having exercise prices ranging from $2.3875 to $32.22 per share. 3,148,820 of the options granted under the 2012 Plan have been exercised.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. Unless otherwise specified above, we believe these transactions were exempt from registration under the Securities Act in reliance on Section 4(2) of the Securities Act (and Regulation D or Regulation S promulgated thereunder) or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or under benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed on the share certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about us. The sales of these securities were made without any general solicitation or advertising.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

See the Exhibit Index on the page immediately preceding the signature page for a list of exhibits filed as part of this registration statement on Form S-1, which Exhibit Index is incorporated herein by reference.

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or the notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant under the foregoing provisions or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance on Rule 430A and contained in

a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act will be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1	Seventh Amended and Restated Certificate of Incorporation of Datadog, Inc., as currently in effect.
3.2*	Form of Amended and Restated Certificate of Incorporation of Datadog, Inc., to be in effect on the completion of the offering.
3.3	Amended and Restated Bylaws of Datadog, Inc., as currently in effect.
3.4	Form of Amended and Restated Bylaws of Datadog, Inc., to be in effect on the completion of the offering.
4.1*	Form of Class A Common Stock Certificate.
5.1*	Opinion of Cooley LLP.
10.1	Fourth Amended and Restated Investor Rights Agreement, dated December 28, 2015.
10.2+	Datadog, Inc. 2012 Equity Incentive Plan, and terms of agreements thereunder.
10.3+*	Datadog, Inc. 2019 Equity Incentive Plan, and terms of agreements thereunder.
10.4+*	Datadog, Inc. 2019 Employee Stock Purchase Plan.
10.5+*	Form of Indemnity Agreement entered into by and between Datadog, Inc. and each director and executive officer.
10.6+*	Employment Agreement, by and between Datadog, Inc. and Olivier Pomel, dated , 2019.
10.7+*	Employment Agreement, by and between Datadog, Inc. and David Obstler, dated , 2019.
10.8+*	Employment Agreement, by and between Datadog, Inc. and Laszlo Kopits, dated , 2019.
10.9	Agreement of Sub-Sub-Sublease, by and between Datadog, Inc. and Ideeli Inc., dated April 14, 2016.
10.10	Agreement of Sub-Sublease, by and between Datadog, Inc. and BT Americas Inc., dated September 18, 2017.
10.11	Sublease, by and between Datadog, Inc. and Covington & Burling LLP, dated July 19, 2018.
21.1	List of Subsidiaries of Datadog, Inc.
23.1	Consent of Deloitte & Touche LLP, independent registered public accounting firm.
23.2*	Consent of Cooley LLP (included in Exhibit 5.1).
24.1	Power of Attorney (included on page II-5).

* To be submitted by amendment.
\+ Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in New York, New York, on August 23, 2019.

DATADOG, INC.

By: /s/ Olivier Pomel
Name: Olivier Pomel
Title: Chief Executive Officer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Olivier Pomel and Alexis Lê-Quôc, and each one of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in their name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective on filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Olivier Pomel Olivier Pomel	Chief Executive Officer and Director (*Principal Executive Officer*)	August 23, 2019
/s/ David Obstler David Obstler	Chief Financial Officer (*Principal Accounting Officer*)	August 23, 2019
/s/ Alexis Lê-Quôc Alexis Lê-Quôc	President, Chief Technology Officer and Director	August 23, 2019
/s/ Michael Callahan Michael Callahan	Director	August 23, 2019
/s/ Matthew Jacobson Matthew Jacobson	Director	August 23, 2019
/s/ Dev Ittycheria Dev Ittycheria	Director	August 23, 2019

Signature	Title	Date
/s/ Julie Richardson Julie Richardson	Director	August 23, 2019
/s/ Shardul Shah Shardul Shah	Director	August 23, 2019

SEVENTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF DATADOG, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Datadog, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Datadog, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on June 4, 2010 under the name DATADOG, INC.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Sixth Amended and Restated Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolutions setting forth the proposed amendment and restatement are substantially as follows:

RESOLVED, that the Sixth Amended and Restated Certificate of Incorporation of this corporation be further amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Datadog, Inc. (the "**Corporation**").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, in the City of Wilmington, 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 120,379,000 shares of Common Stock, $0.00001 par value per share ("**Common Stock**"), and (ii) 59,938,304 shares of Preferred Stock, $0.00001 par value per share ("**Preferred Stock**").

Effective as of the effectiveness of the filing with the Secretary of State of the State of Delaware of this Seventh Amended and Restated Certificate of Incorporation of the Corporation (the "**Effective Time**"), the outstanding shares of the Corporation's capital stock shall be subdivided and changed such that (a) each share of Common Stock outstanding immediately prior to the Effective Time shall automatically be changed into four (4) fully-paid and non-assessable shares of Common Stock, without any action on the part of the holder thereof, and (b) each share

of each series of Preferred Stock outstanding immediately prior to the Effective Time shall automatically be changed into four (4) fully-paid and non-assessable shares of such relevant series of Preferred Stock, without any action on the part of the holder thereof (the "**Stock Split**"). At and after the Effective Time, each outstanding certificate that prior to the Stock Split represented shares of capital stock shall be deemed for all purposes to evidence ownership of and to represent the same number of shares of capital stock reflected on such certificate, and promptly following the Effective Time, the Corporation shall issue and deliver to each holder of capital ,stock (except to the extent that such class or series of capital stock is maintained in uncertificated form by the Corporation) one or more additional certificates representing the additional shares of capital stock held by each such holder by virtue of the Stock Split, and, from and after the Effective Time, the registered owner thereof on the books and records of the Corporation shall have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, all such shares of capital stock.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the General Corporation Law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing at least a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law. There shall be no cumulative voting.

B. PREFERRED STOCK

6,467,984 shares of the Preferred Stock of the Corporation are designated "**Seed Preferred Stock,**" 16,398,544 shares of the Preferred Stock of the Corporation are designated "**Series A Preferred Stock,**" 13,206,664 shares of the Preferred Stock of the Corporation are designated "**Series B Preferred Stock,**" 10,129,808 shares of the Preferred Stock of the Corporation are designated "**Series C Preferred Stock,**" and 13,735,304 shares of the Preferred Stock of the Corporation are designated "**Series D Preferred Stock**"), and each such series shall have the

following rights, preferences, powers, privileges and restrictions, qualifications and limitations. The Seed Preferred Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, and the Series D Preferred Stock shall be collectively referred to as the "Preferred Stock." Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends.

1.1 In any calendar year, the Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Seed Preferred Stock in an amount at least equal to $0.01035 per share, on each outstanding share of Series A Preferred Stock in an amount at least equal to $0.02259 per share, on each outstanding share of Series B Preferred Stock in an amount at least equal to $0.05746 per share, on each outstanding share of Series C Preferred Stock in an amount at least equal to $0.15912 per share, and on each outstanding share of Series D Preferred Stock in an amount at least equal to $0.41284 per share (in each case, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) (the "**Preferred Dividends**"). The foregoing rights to receive dividends on Preferred Stock shall not be cumulative, and no right to dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid. Thereafter the Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock and other than Preferred Dividends) unless (in addition to the obtaining of any consents required elsewhere in the Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Preferred Stock in an amount at least equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of such Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of such Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Seed Original Issue Price, Series A Original Issue Price, Series B Original Issue Price, Series C Original Issue Price, or Series D Original Issue Price, as applicable; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this Section 1.1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend. The "**Seed Original Issue Price**" shall mean $0.172625 per share, the "**Series A Original Issue**

Price" shall mean $0.37656 per share, the "**Series B Original Issue Price**" shall mean $0.957675 per share, the "**Series C Original Issue Price**" shall mean $2.65205 per share, and the "**Series D Original Issue Price**" shall mean $6.880615 per share (each an "**Original Issue Price**"). Each Original Issue Price shall be subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, Series A Preferred Stock or Series Seed Preferred Stock, as applicable. If at any time dividends then payable with respect to the Preferred Stock cannot be paid in full, such payment will be distributed ratably among the holders of Preferred Stock based upon the aggregate unpaid dividends on such shares of Preferred Stock.

1.2 Whenever a distribution provided for in this Section 1 shall be payable in property other than cash, the value of such distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, on a *pari passu* basis, but before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, (i) in the case of the Series D Preferred Stock, an amount per share equal to the greater of (a) the Series D Original Issue Price plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares of Series D Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up of the Corporation or Deemed Liquidation Event (the amount payable pursuant to this clause (i) is hereinafter referred to as the "**Series D Liquidation Amount**"), (ii) in the case of the Series C Preferred Stock, an amount per share equal to the greater of (a) the Series C Original Issue Price plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares of Series C Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up of the Corporation or Deemed Liquidation Event (the amount payable pursuant to this clause (ii) is hereinafter referred to as the "**Series C Liquidation Amount**"), (iii) in the case of the Series B Preferred Stock, an amount per share equal to the greater of (a) the Series B Original Issue Price plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares of Series B Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up of the Corporation or Deemed Liquidation Event (the amount payable pursuant to this clause (iii) is hereinafter referred to as the "**Series B Liquidation Amount**"), (iv) in the case of the Series A Preferred Stock, an amount per share equal to the greater of (a) the Series A Original Issue Price plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this clause (iv) is hereinafter referred to as the "**Series A Liquidation Amount**"), and (v) in the case of the Seed Preferred Stock, an amount per share equal to the greater of (a) the Seed Original Issue Price plus any dividends declared but

unpaid thereon, or (b) such amount per share as would have been payable had all shares of Seed Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this clause (v) is hereinafter referred to as the "**Seed Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless (i) the holders of at least a majority of the outstanding shares of Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, and Series A Preferred Stock, exclusively and voting together as a single class and on an as-converted to Common Stock basis (the "**Requisite Investors**") and (ii) the holders of at least a majority of the outstanding shares of Series D Preferred Stock, voting exclusively and as a separate class, elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

(a) a merger or consolidation in which

(i) the Corporation is a constituent party, or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any

subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(ii) or 2.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of shares of Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of each series of Preferred Stock, and (ii) if (x) the Requisite Investors or (y) with respect to the Series D Preferred Stock, the holders of a majority of the outstanding shares of Series D Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the "**Available Proceeds**"), on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Series D Preferred Stock at a price per share equal to the Series D Liquidation Amount, all outstanding shares of Series C Preferred Stock at a price per share equal to the Series C Liquidation Amount, all outstanding shares of Series B Preferred Stock at a price per share equal to the Series B Liquidation Amount, all outstanding shares of Series A Preferred Stock at a price per share equal to the Series A Liquidation Amount, and all outstanding shares of Seed Preferred Stock at a price per share equal to the Seed Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall ratably redeem each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Prior to the distribution or redemption provided for in this Subsection 2.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights securities shall be determined in good faith by the Board of Directors of the Corporation.

2.3.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection 2.3.l(a), if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the definitive agreement governing such Deemed Liquidation Event shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2 above as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Election of Directors. The holders of record of the shares of Series B Preferred Stock, voting exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series B Director**"), the holders of record of the shares of Series A Preferred Stock, voting exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation (the "**Series A Directors,**" and together with the Series B Director, the "**Preferred Directors**"), and the holders of record of the shares of Common Stock, voting exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series B Preferred Stock, Series A Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders

of the Series B Preferred Stock, Series A Preferred Stock or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, Series A Preferred Stock and Seed Preferred Stock), exclusively and voting together as a single class, on an as-converted to Common Stock basis, shall be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of at least a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2. The rights of the holders of the Series B Preferred Stock, Series A Preferred Stock, and Common Stock under the first sentence of this Subsection 3.2 shall terminate on: (i) with respect to the Series B Preferred Stock, the first date following the Series B Original Issue Date (as defined below) on which there are issued and outstanding less than 3,132,588 shares of Series B Preferred Stock, and (ii) with respect to the Series A Preferred Stock, the first date on which there are issued and outstanding less than 3,311,572 shares of Series A Preferred Stock (subject, in each case, to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock and Series A Preferred Stock, respectively).

3.3 Preferred Stock Protective Provisions. At any time when there are issued and outstanding collectively at least 7,200,000 shares of Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock or Series A Preferred Stock, as applicable), the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the Requisite Investors, given in writing or by vote at a meeting, consenting or voting (and any such act or transaction entered into without such consent or vote shall be null and void ab initio, and of no force or effect):

3.3.1 liquidate, dissolve, sell all or substantially all of the assets of, or wind-up the business and affairs of the Corporation, effect any merger or consolidation (or sale of more than 50% of the voting power of the Corporation) or any other Deemed Liquidation Event, or exclusively license material intellectual property, or consent to any of the foregoing, if such action would result in proceeds to the holders of Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, and Series A Preferred Stock in an amount less than $10.32 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to each of the Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, and Series A Preferred Stock) (the "**Threshold Amount**"); provided that in calculating the Threshold Amount, proceeds relating to earn outs, milestone payments or other contingent consideration (other than funds placed in escrow for indemnification purposes) shall be disregarded;

3.3.2 amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation;

3.3.3 create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock, or any security convertible into or exercisable for any capital stock, unless the same ranks junior to the Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption;

3.3.4 (i) reclassify, alter or amend any existing security of the Corporation that is *pari passu* with the Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Preferred Stock in respect of any such right, preference or privilege, or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or *pari passu* with the Preferred Stock in respect of any such right, preference or privilege;

3.3.5 increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Common Stock or any series of Preferred Stock;

3.3.6 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) the Preferred Dividends, (ii) dividends or other distributions payable on shares of Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof;

3.3.7 increase the shares of Common Stock reserved for issuance under the Corporation's 2012 Equity Incentive Plan or adopt any other equity incentive plan;

3.3.8 create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, if the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money following such action would exceed $500,000 unless the creation and issuance of such debt security has received the prior approval of the Board of Directors, including the approval of a majority of the Preferred Directors;

3.3.9 create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell,

transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

3.3.10 increase or decrease the authorized number of directors constituting the Board of Directors;

3.3.11 acquire another entity, or any material interest in another entity;

3.3.12 engage in any transaction with any affiliate, other than on an arms'-length basis and as approved by the Board of Directors, including the approval of a majority of the Preferred Directors;

3.3.13 materially deviate from annual operating budgets and business plans, other than as approved by the Board of Directors, including the approval of a majority of the Preferred Directors; or

3.3.14 enter into any agreement to do any of the foregoing.

3.4 Actions Requiring the Consent of the Series B Holders. The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the outstanding shares of Series B Preferred Stock (voting on an as-converted basis):

3.4.1 amend, change, or alter any of the rights, preferences or privileges of the Series B Preferred Stock;

3.4.2 increase or decrease the authorized shares of Series B Preferred Stock; or

3.4.3 waive or terminate (i) the anti-dilution provisions applicable to the Series B Preferred Stock provided in Section 4 below, (ii) payment of the Series B Liquidation Amount, or (iii) the conversion rights of the Series B Preferred Stock;

provided, however, that such consent shall not be required for the authorization, designation or issuance of a new series of Preferred Stock that is senior to or *pari passu* with the Series B Preferred Stock, subject to the provisions of Section 3.3.3 above.

3.5 Actions Requiring the Consent of the Series C Holders. The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the outstanding shares of Series C Preferred Stock (voting on an as-converted basis):

3.5.1 amend, change, or alter any of the rights, preferences or privileges of the Series C Preferred Stock;

3.5.2 increase or decrease the authorized shares of Series C Preferred Stock; or

3.5.3 waive or terminate (i) the anti-dilution provisions applicable to the Series C Preferred Stock provided in Section 4 below, (ii) payment of the Series C Liquidation Amount, or (iii) the conversion rights of the Series C Preferred Stock;

provided, however, that such consent shall not be required for the authorization, designation or issuance of a new series of Preferred Stock that is senior to or, *pari passu* with the Series C Preferred Stock, subject to the provisions of Section 3.3.3 above.

3.6 Actions Requiring the Consent of the Series D Holders. The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the outstanding shares of Series D Preferred Stock (voting on an as-converted basis):

3.6.1 amend, change, or alter any of the rights, preferences or privileges of the Series D Preferred Stock;

3.6.2 increase or decrease the authorized shares of Series D Preferred Stock; or

3.6.3 waive or terminate (i) the anti-dilution provisions applicable to the Series D Preferred Stock provided in Section 4 below, (ii) payment of the Series D Liquidation Amount, or (iii) the conversion rights of the Series D Preferred Stock;

provided, however, that such consent shall not be required for the authorization, designation or issuance of a new series of Preferred Stock that is senior to or *pari passu* with the Series D Preferred Stock, subject to the provisions of Section 3.3.3 above.

4. Optional Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price of such series of Preferred Stock by the Conversion Price (as defined below) of such series of Preferred Stock in effect at the time of such conversion. As of the date of filing this Seventh Amended and Restated Certificate of Incorporation, the "**Conversion Price**" of (i) the Series D Preferred Stock shall be equal to $6.880615, (ii) the Series C Preferred Stock shall be equal to $2.65205, (iii) the Series B Preferred Stock shall be equal to $0.957675, (iv) the Series A Preferred Stock shall be equal to $0.37656, and (v) the Seed Preferred Stock shall be equal to $0.172625, which reflects all applicable adjustments to date. The applicable Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of each series of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of a series of Preferred Stock to voluntarily convert shares of such series of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when any Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of shares of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price applicable to any series of Preferred Stock below the then par value of the shares of Common Stock issuable upon conversion of such series of Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of the applicable series of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to any Conversion Price shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) "**Option**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) "**Stock Split Date**" shall mean the date of filing this Seventh Amended and Restated Certificate of Incorporation.

(c) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Stock Split Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "**Exempted Securities**"):

(i) Shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on the outstanding shares of Preferred Stock;

(ii) Shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4.5, 4.6, 4.7, or 4.8;

(iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation, including, with respect to any plan, agreement or arrangement entered into following the Stock Split Date, a majority of the Preferred Directors; or

(iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; or

(v) Convertible Securities issued to banks, equipment lessors or other financial institutions, pursuant to a debt financing or equipment leasing transaction approved by the Board of Directors of the Corporation, including a majority of the Preferred Directors; or

(vi) Shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board of Directors of the Corporation, including a majority of the Preferred Directors; or

(vii) shares of Common Stock issued in the Corporation's first firm underwritten public offering of its Common Stock under the Securities Act of 1933, as amended.

4.4.2 No Adjustment of Conversion Price. No adjustment in the Conversion Price applicable to any series of Preferred Stock shall be made as the result of the issuance or deemed issuance of Additional shares of Common Stock if the Corporation receives written notice from (x) the Requisite Investors or (y) with respect to Series D Preferred Stock, the holders of a majority of the outstanding shares of Series D Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Stock Split Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security

(but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price of such series computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Conversion Price of any series of Preferred Stock to an amount which exceeds the lower of (i) the Conversion Price of such series in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price of such series then in effect, or because such Option or Convertible Security was issued before the Stock Split Date), are revised after the Stock Split Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a)) shall, with respect to such series, be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Subsection 4.4.4, the Conversion Price of such series shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based

upon subsequent events, any adjustment to the Conversion Price of a series of Preferred Stock provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price of a series of Preferred Stock that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to such Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Stock Split Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the Conversion Price applicable to a series of Preferred Stock in effect immediately prior to such issue, then such Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A+ B) \div (A+ C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP_2" shall mean the Conversion Price of such series of Preferred Stock in effect immediately after such issue of Additional Shares of Common Stock;

(b) "CP_1" shall mean the Conversion Price of such series of Preferred Stock in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP_1); and

(e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing

(i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable

upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4, and such issuance dates occur within a period of no more than 90 days from the first such issuance to the final such issuance, then, upon the final such issuance, such Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Stock Split Date effect a subdivision of the outstanding Common Stock, the Conversion Price of any series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Stock Split Date combine the outstanding shares of Common Stock, the Conversion Price of any series of Preferred Stock in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Stock Split Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price in effect immediately before such event with respect to each series of Preferred Stock shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price of each series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price of each Series of Preferred Stock shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of the applicable series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Stock Split Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of each series of Preferred Stock shall receive, simultaneously with the distribution to the holders of shares of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not one or more series of Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.4, 4.6, or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of each such series of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of such series of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price applicable to such series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of such series of Preferred Stock. For the avoidance of doubt, nothing in this Subsection 4.8 shall be construed as preventing the holders of any series of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Subsection 4.8 be deemed conclusive evidence of the fair value of the shares of such series of Preferred Stock in any such appraisal proceeding.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price applicable to a series of Preferred Stock pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect for each series of Preferred Stock owned and held by such holder, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of each series of Preferred Stock owned and held by such holder.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up or Deemed Liquidation Event is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up or Deemed Liquidation Event, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public at a price of at least $10.32 per share (subject to appropriate adjustment in the

event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least $75,000,000 of gross proceeds, to the Corporation or (b) the date and time, or the occurrence of an event, specified by vote or written consent of (x) the Requisite Investors or (y) with respect to Series D Preferred Stock, the holders of a majority of the outstanding Series D Preferred Stock (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) of Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted shares of Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of each series of Preferred Stock accordingly.

6. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of shares of any series of Preferred Stock following redemption.

7. Waiver. Except as set forth in Sections 3.4, 3.5, and 3.6, any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the Requisite Investors, unless such provision specifically requires the consent of the holders of Series B Preferred Stock, voting as a separate class, the holders of Series C Preferred Stock voting as a separate class, or the holders of Series D Preferred Stock voting as a separate class, in which case the holders of at least a majority of the outstanding shares of Series B Preferred Stock, Series C Preferred Stock, or Series D Preferred Stock, respectively, shall be required for such waiver.

8. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and

agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

TWELFTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article TWELFTH shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article TWELFTH (including, without limitation, each portion of any sentence of this Article TWELFTH containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

***

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

4. That this Seventh Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Seventh Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 2nd day of January, 2018.

By: /s/ Olivier Pomel
Name: Olivier Pomel
Title: Chief Executive Officer

AMENDED AND RESTATED BYLAWS OF DATADOG, INC.

ARTICLE I
OFFICES

Registered Office. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Location. All meetings of the stockholders for the election of directors shall be held in New York, NY, at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting; provided, however, that the Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211 of the Delaware General Corporations Law ("DGCL"). Meetings of stockholders for any other purpose may be held at such time and place, if any, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or a waiver by electronic transmission by the person entitled to notice.

Timing. Annual meetings of stockholders, commencing with the year 2010, shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

Notice of Meeting. Written notice of any stockholder meeting stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given to each stockholder entitled to vote at such meeting not fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

Stockholders' Records. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address (but not the electronic address or other electronic contact information) of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder,

for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning at least ten percent (10%) in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Notice of Meeting. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. The means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting shall also be provided in the notice.

Business Transacted at Special Meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Quorum; Meeting Adjournment; Presence by Remote Means.

(a) Quorum; Meeting Adjournment. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) Presence by Remote Means. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(1) participate in a meeting of stockholders; and

(2) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

Voting Thresholds. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Number of Votes Per Share. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote by such stockholder or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

Action by Written Consent of Stockholders; Electronic Consent; Notice of Action.

(c) Action by Written Consent of Stockholders. Unless otherwise provided by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken, is signed in a manner permitted by law by the holders of outstanding stock having not less than the number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Written stockholder consents shall bear the date of signature of each stockholder who signs the consent in the manner permitted by law and shall be delivered to the corporation as provided in subsection (b) below. No written consent shall be effective to take the action set forth therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation in the manner provided above, written consents signed by a sufficient number of stockholders to take the action set forth therein are delivered to the corporation in the manner provided above.

(d) Electronic Consent. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (1) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (2) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the corporation.

(e) Notice of Action. Prompt notice of any action taken pursuant to this Section 2.11 shall be provided to the stockholders in accordance with Section 228(e) of the DGCL.

ARTICLE III

DIRECTORS

Authorized Directors. The number of directors that shall constitute the whole Board of Directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting of the stockholders, except as provided in Section 3.2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Vacancies. Unless otherwise provided in the corporation's certificate of incorporation, as it may be amended, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office,

then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board of Directors (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Board Authority. The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

Location of Meetings. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

First Meeting. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

Special Meetings. Special meetings of the Board of Directors may be called by the president upon notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of at least one director. Notice of any special meeting shall be given to each director at his business or residence in writing, or by telegram, facsimile transmission, telephone communication or electronic transmission (provided, with respect to electronic transmission, that the director has consented to receive the form of transmission at the address to which it is directed). If mailed, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five (5) days before such meeting. If by telegram, such notice shall be deemed adequately delivered when the telegram is delivered to the telegraph company at least twenty-four (24) hours before such meeting. If by facsimile transmission or other electronic transmission, such notice shall be transmitted at least twenty-four (24) hours before such meeting. If by telephone, the notice shall be given at least twelve (12) hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special

meeting of the Board of Directors need be specified in the notice of such meeting, except for amendments to these Bylaws as provided under Section 8.1 of Article VIII hereof. A meeting may be held at any time without notice if all the directors are present (except as otherwise provided by law) or if those not present waive notice of the meeting in writing, either before or after such meeting.

Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and any act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Action Without a Meeting. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing, writings, electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

Telephonic Meetings. Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or any committee, by means of conference telephone or other means of communication by which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these bylaws.

Minutes of Meetings. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Compensation of Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Removal of Directors. Unless otherwise provided by the certificate of incorporation or these bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

NOTICES

Notice. Unless otherwise provided in these bylaws, whenever, under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Electronic Notice.

(a) Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders and directors, any notice to stockholders or directors given by the corporation under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder or director to whom the notice is given. Any such consent shall be revocable by the stockholder or director by written notice to the corporation. Any such consent shall be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(b) Effective Date of Notice. Notice given pursuant to subsection (a) of this section shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the stockholder or director has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder or director has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the stockholder or director of such specific posting, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder or director. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) Form of Electronic Transmission. For purposes of these bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

ARTICLE V

OFFICERS

Required and Permitted Officers. The officers of the corporation shall be chosen by the Board of Directors and shall be a president, treasurer and a secretary. The Board of Directors may elect from among its members a Chairman of the Board and a Vice-Chairman of the Board. The Board of Directors may also choose one or more vice presidents, assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

Appointment of Required Officers. The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a president, a treasurer, and a secretary and may choose vice presidents.

Appointment of Permitted Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Officer Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Term of Office; Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

THE CHAIRMAN OF THE BOARD

Chairman Presides. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. He or she shall have and may exercise such powers as are, from time to time, assigned to him by the Board of Directors and as may be provided by law.

Absence of Chairman. In the absence of the Chairman of the Board, the Vice-Chairman of the Board, if any, shall preside at all meetings of the, Board of Directors and of the stockholders at which he or she shall be present. He or she shall have and may exercise such powers as are, from time to time, assigned to him by the Board of Directors and as may be provided by law.

THE PRESIDENT AND VICE PRESIDENTS

Powers of President. The president shall be the chief executive officer of the corporation; in the absence of the Chairman and Vice-Chairman of the Board he or she shall preside at all meetings of the stockholders and the Board of Directors; he or she shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

President’s Signature Authority. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

Absence of President. In the absence of the president or in the event of his inability or refusal to act, the vice president, if any, (or in the event there be more than one vice president, the vice presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

Duties of Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he or she shall be. He or she shall have custody of the corporate seal of the corporation and he or she, or

an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Duties of Assistant Secretary. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Duties of Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

Disbursements and Financial Reports. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Treasurer’s Bond. If required by the Board of Directors, the treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Duties of Assistant Treasurer. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of the treasurer’s inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

CERTIFICATE OF STOCK

Stock Certificates. Every holder of stock in the corporation shall be entitled to have a certificate, signed by or in the name of the corporation by, the Chairman or Vice-Chairman of the Board of Directors, or the president or a vice president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation.

Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Facsimile Signatures. Any or all of the signatures on the certificate may be facsimile. In the event that any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, the certificate may be issued by the corporation with the same effect as if such officer, transfer agent or registrar were still acting as such at the date of issue.

Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Transfer of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Fixing a Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any

adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, to vote as such owner, to hold liable for calls and assessments a person registered on its books as the owner of shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII

GENERAL PROVISIONS

Dividends. Dividends upon the capital stock of the corporation, if any, subject to the provisions of the certificate of incorporation, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Reserve for Dividends. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their sole discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the directors think conducive to the interests of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Corporate Seal. The Board of Directors may adopt a corporate seal having inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Indemnification. The corporation shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any director made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a director of the corporation or a predecessor corporation or a director or officer of another corporation, if such person served in such position at the request of the corporation; provided, however, that the corporation shall indemnify any such director or officer in connection with a proceeding initiated by such director or officer only if such proceeding was authorized by the Board of Directors of the corporation. The indemnification provided for in this Section 7.6 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under these bylaws, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a director, and (iii) inure to the benefit of the heirs, executors and administrators of a person who has ceased to be a director. The corporation's obligation to provide indemnification under this Section 7.6 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the corporation or any other person.

Expenses incurred by a director of the corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is or was a director of the corporation (or was serving at the corporation's request as a director or officer of another corporation) shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized by relevant sections of the DGCL. Notwithstanding the foregoing, the corporation shall not be required to advance such expenses to an agent who is a party to an action, suit or proceeding brought by the corporation and approved by a majority of the Board of Directors of the corporation that alleges willful misappropriation of corporate assets by such agent, disclosure of confidential information in violation of such agent's fiduciary or contractual obligations to the corporation or any other willful and deliberate breach in bad faith of such agent's duty to the corporation or its stockholders.

The foregoing provisions of this Section 7.6 shall be deemed to be a contract between the corporation and each director who serves in such capacity at any time while this bylaw is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

The Board of Directors in its sole discretion shall have power on behalf of the corporation to indemnify any person, other than a director, made a party to any action, suit or proceeding by reason of the fact that he or she, his testator or intestate, is or was an officer or employee of the corporation.

To assure indemnification under this Section 7.6 of all directors, officers and employees who are determined by the corporation or otherwise to be or to have been "fiduciaries" of any employee benefit plan of the corporation that may exist from time to time, Section 145 of the DGCL shall, for the purposes of this Section 7.6, be interpreted as follows: an "other enterprise" shall be deemed to include such an employee benefit plan, including without limitation, any plan of the corporation that is governed by the Act of Congress entitled "Employee Retirement Income Security Act of 1974," as amended from time to time; the corporation shall be deemed to have requested a person to serve the corporation for purposes of Section 145 of the DGCL, as administrator of an employee benefit plan where the performance by such person of his duties to the corporation also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to an employee benefit plan pursuant to such Act of Congress shall be deemed "fines."

CERTIFICATE OF INCORPORATION GOVERNS

Conflicts with Certificate of Incorporation. In the event of any conflict between the provisions of the corporation's certificate of incorporation and these bylaws, the provisions of the certificate of incorporation shall govern.

ARTICLE VIII

AMENDMENTS

These bylaws may be altered, amended or repealed, or new bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the certificate of incorporation at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the Board of Directors by the certificate of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.

ARTICLE IX

LOANS TO OFFICERS

The corporation may lend money to, or guarantee any obligation of or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

AMENDED AND RESTATED BYLAWS

OF

DATADOG, INC.
(A DELAWARE CORPORATION)

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be as set forth in the Certificate of Incorporation.

Section 2. Other Offices. The corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

CORPORATE SEAL

Section 3. Corporate Seal. The Board of Directors may adopt a corporate seal. If adopted, the corporate seal shall consist of a die bearing the name of the corporation and the inscription, "Corporate Seal-Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE III

STOCKHOLDERS' MEETINGS

Section 4. Place of Meetings. Meetings of the stockholders of the corporation may be held at such place, either within or without the State of Delaware, as may be determined from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as provided under the General Corporation Law of the State of Delaware ("***DGCL***").

Section 5. Annual Meeting.

(a) The annual meeting of the stockholders of the corporation, for the purpose of election of directors and for such other business as may properly come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors. Nominations of persons for election to the Board of Directors of the corporation and proposals of business to be considered by the stockholders may be made at an annual meeting of stockholders: (i) pursuant to the corporation's notice of meeting of stockholders; (ii) brought specifically by or at the direction of the Board of Directors or a duly authorized committee thereof; or (iii) by any stockholder of the corporation who was a stockholder of record at the time of giving the stockholder's notice provided for in Section 5(b) below, who is entitled to vote at the meeting and who complied with the notice procedures set forth in Section 5. For the avoidance of

doubt, clause (iii) above shall be the exclusive means for a stockholder to make nominations and submit other business (other than matters properly included in the corporation's notice of meeting of stockholders and proxy statement under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "***1934 Act***"), and the rules and regulations thereunder before an annual meeting of stockholders).

(b) At an annual meeting of the stockholders, only such business shall be conducted as is a proper matter for stockholder action under Delaware law and as shall have been properly brought before the meeting in accordance with the procedures below.

(i) For nominations for the election to the Board of Directors to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of Section 5(a), the stockholder must deliver written notice to the Secretary at the principal executive offices of the corporation on a timely basis as set forth in Section 5(b)(iii) and must update and supplement such written notice on a timely basis as set forth in Section 5(c). Such stockholder's notice shall set forth: (A) as to each nominee such stockholder proposes to nominate at the meeting: (1) the name, age, business address and residence address of such nominee; (2) the principal occupation or employment of such nominee; (3) the class or series and number of shares of each class or series of capital stock of the corporation that are owned beneficially and of record by such nominee; (4) the date or dates on which such shares were acquired and the investment intent of such acquisition; and (5) such other information concerning such nominee as would be required to be disclosed in a proxy statement soliciting proxies for the election of such nominee as a director in an election contest (even if an election contest is not involved), or that is otherwise required to be disclosed pursuant to Section 14 of the 1934 Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the corporation's proxy statement and associated proxy card as a nominee of the stockholder and to serving as a director if elected); and (B) the information required by Section 5(b)(iv). The corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve (i) as an independent director (as such term is used in any applicable stock exchange listing requirements or applicable law) of the corporation or (ii) on any committee or sub-committee of the Board of Directors under any applicable stock exchange listing requirements or applicable law, and that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such proposed nominee.

(ii) Other than proposals sought to be included in the corporation's proxy materials pursuant to Rule 14a-8 under the 1934 Act, for business other than nominations for the election to the Board of Directors to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of Section 5(a), the stockholder must deliver written notice to the Secretary at the principal executive offices of the corporation on a timely basis as set forth in Section 5(b)(iii), and must update and supplement such written notice on a timely basis as set forth in Section 5(c). Such stockholder's notice shall set forth: (A) as to each matter such stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting, and any material interest (including any anticipated benefit of such business to any Proponent (as defined below) other than solely as a result of its ownership of the corporation's capital stock, that is material to any Proponent individually, or to the Proponents in the aggregate) in such business of any Proponent; and (B) the information required by Section 5(b)(iv).

(iii) To be timely, the written notice required by Section 5(b)(i) or 5(b)(ii) must be received by the Secretary at the principal executive offices of the corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting (which date shall, for purposes of the corporation's first annual

meeting of stockholders after its shares of Class A Common Stock are first publicly traded, be deemed to have occurred on June 14, 2019); *provided, however,* that, subject to the last sentence of this Section 5(b)(iii), in the event that the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 30 days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so received (A) not earlier than the close of business on the 120th day prior to such annual meeting and (B) not later than the close of business on the later of the 90th day prior to such annual meeting or, if later than the 90th day prior to such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made. In no event shall an adjournment of an annual meeting for which notice has been given, or the public announcement thereof has been made, commence a new time period for the giving of a stockholder's notice as described above.

(iv) The written notice required by Section 5(b)(i) or 5(b)(ii) shall also set forth, as of the date of the notice and as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (each, a "***Proponent***" and collectively, the "***Proponents***"): (A) the name and address of each Proponent, as they appear on the corporation's books; (B) the class or series and number of shares of each class of capital stock of the corporation that are owned of record and beneficially by each Proponent; (C) a description of any agreement, arrangement or understanding (whether oral or in writing) with respect to such nomination or proposal between or among any Proponent and any of its affiliates or associates, and any others (including their names) acting in concert, or otherwise under the agreement, arrangement or understanding, with any of the foregoing; (D) a representation that the Proponents are holders of record or beneficial owners, as the case may be, of shares of the corporation entitled to vote at the meeting and intend to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice (with respect to a notice under Section 5(b)(i)) or to propose the business that is specified in the notice (with respect to a notice under Section 5(b)(ii)); (E) a representation as to whether the Proponents intend to deliver a proxy statement and form of proxy to holders of a sufficient number of holders of the corporation's voting shares to elect such nominee or nominees (with respect to a notice under Section 5(b)(i)) or to carry such proposal (with respect to a notice under Section 5(b)(ii)); (F) to the extent known by any Proponent, the name and address of any other stockholder supporting the proposal on the date of such stockholder's notice; and (G) a description of all Derivative Transactions (as defined below) by each Proponent during the previous 12-month period, including the date of the transactions and the class, series and number of securities involved in, and the material economic terms of, such Derivative Transactions.

(c) A stockholder providing the written notice required by Section 5(b)(i) or 5(b)(ii) shall update and supplement such notice in writing, if necessary, so that the information provided or required to be provided in such notice is true and correct in all material respects as of (i) the record date for the meeting and (ii) the date that is five Business Days (as defined below) prior to the meeting and, in the event of any adjournment thereof, five Business Days prior to such adjourned meeting. In the case of an update and supplement pursuant to clause (i) of this Section 5(c), such update and supplement shall be received by the Secretary at the principal executive offices of the corporation not later than five Business Days after the record date for the meeting. In the case of an update and supplement pursuant to clause (ii) of this Section 5(c), such update and supplement shall be received by the Secretary at the principal executive offices of the corporation not later than two Business Days prior to the date for the meeting, and, in the event of any adjournment thereof, two Business Days prior to such adjourned meeting.

(d) A person shall not be eligible for election or re-election as a director unless the person is nominated either in accordance with clause (ii) or clause (iii) of Section 5(a). Except as otherwise required by law, the Chairperson of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made, or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or

business is not in compliance with these Bylaws, or the Proponent does not act in accordance with the representations in Sections 5(b)(iv)(D) and 5(b)(iv)(E), to declare that such proposal or nomination shall not be presented for stockholder action at the meeting and shall be disregarded, notwithstanding that proxies in respect of such nomination or such business may have been solicited or received.

(e) Notwithstanding the foregoing provisions of this Section 5, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholders' meeting, a stockholder must also comply with all applicable requirements of the 1934 Act and the rules and regulations thereunder. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the 1934 Act; *provided, however,* that any references in these Bylaws to the 1934 Act or the rules and regulations thereunder are not intended to and shall not limit the requirements applicable to proposals and/or nominations to be considered pursuant to Section 5(a).

(f) Notwithstanding anything herein to the contrary, in the event that the number of directors to be elected to the Board of Directors of the corporation at the annual meeting is increased effective after the time period for which nominations would otherwise be due under Section 5(b)(iii) and there is no public announcement by the corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 5 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the corporation.

(g) For purposes of Sections 5 and 6,

(i) "***affiliates***" and "***associates***" shall have the meanings set forth in Rule 405 under the Securities Act of 1933, as amended (the "***1933 Act***");

(ii) "***Business Day***" means any day other than Saturday, Sunday or a day on which banks are closed in New York City, New York.

(iii) "***Derivative Transaction***" means any agreement, arrangement, interest or understanding entered into by, or on behalf or for the benefit of, any Proponent or any of its affiliates or associates, whether record or beneficial: (A) the value of which is derived in whole or in part from the value of any class or series of shares or other securities of the corporation; (B) that otherwise provides any direct or indirect opportunity to gain or share in any gain derived from a change in the value of securities of the corporation; (C) the effect or intent of which is to mitigate loss, manage risk or benefit of security value or price changes; or (D) that provides the right to vote or increase or decrease the voting power of, such Proponent, or any of its affiliates or associates, with respect to any securities of the corporation, which agreement, arrangement, interest or understanding may include, without limitation, any option, warrant, debt position, note, bond, convertible security, swap, stock appreciation right, short position, profit interest, hedge, right to dividends, voting agreement, performance-related fee or arrangement to borrow or lend shares (whether or not subject to payment, settlement, exercise or conversion in any such class or series), and any proportionate interest of such Proponent in the securities of the corporation held by any general or limited partnership, or any limited liability company, of which such Proponent is, directly or indirectly, a general partner or managing member; and

(iv) "***public announcement***" shall mean disclosure in a press release reported by the Dow Jones Newswires, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act or by such other means reasonably designed to inform the public or security holders in general of such information including, without limitation, posting on the corporation's investor relations website.

Section 6. Special Meetings.

(a) Special meetings of the stockholders of the corporation may be called, for any purpose as is a proper matter for stockholder action under Delaware law, by (i) the Chairperson of the Board of Directors, (ii) the Chief Executive Officer, or (iii) the Board of Directors pursuant to a resolution adopted by the Board of Directors.

(b) For a special meeting called pursuant to Section 6(a), the person(s) calling the meeting shall determine the time and place, if any, of the meeting; provided, however, that only the Board of Directors or a duly authorized committee thereof may authorize a meeting solely by means of remote communication. Upon determination of the time and place, if any, of the meeting, the Secretary shall cause a notice of meeting to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7. No business may be transacted at a special meeting otherwise than as specified in the notice of meeting.

(c) Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected (i) by or at the direction of the Board of Directors or a duly authorized committee thereof or (ii) by any stockholder of the corporation who is a stockholder of record at the time of giving notice provided for in this paragraph, who is entitled to vote at the meeting and who delivers written notice to the Secretary of the corporation setting forth the information required by Section 5(b)(i) and the information required by Section 5(b)(iv). In the event the corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder of record may nominate a person or persons (as the case may be), for election to such position(s) as specified in the corporation's notice of meeting, if written notice setting forth the information required by Section 5(b)(i) and the information required by Section 5(b)(iv) shall be received by the Secretary at the principal executive offices of the corporation not later than the close of business on the later of the 90th day prior to such meeting or the 10th day following the day on which the corporation first makes a public announcement of the date of the special meeting at which directors are to be elected. The stockholder shall also update and supplement such information as required under Section 5(c). In no event shall an adjournment of a special meeting for which notice has been given, or the public announcement thereof has been made, commence a new time period for the giving of a stockholder's notice as described above.

(d) A person shall not be eligible for election or re-election as a director unless the person is nominated either in accordance with clause (ii) or clause (iii) of Section 5(a). Except as otherwise required by law, the Chairperson of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in these Bylaws and, if any nomination or business is not in compliance with these Bylaws, to declare that such nomination shall not be presented for stockholder action at the meeting and shall be disregarded, notwithstanding that proxies in respect of such nomination may have been solicited or received.

(e) Notwithstanding the foregoing provisions of this Section 6, a stockholder must also comply with all applicable requirements of the 1934 Act and the rules and regulations thereunder with respect to matters set forth in this Section 6. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the 1934 Act; *provided, however,* that any references in these Bylaws to the 1934 Act or the rules and regulations thereunder are not intended to and shall not limit the requirements applicable to nominations for the election to the Board of Directors or proposals of other businesses to be considered pursuant to Section 6(c).

Section 7. Notice of Meetings. Except as otherwise provided by law, notice, given in writing or by electronic transmission, of each meeting of stockholders shall be given not fewer than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at any such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. If sent via electronic transmission, notice is given when directed to such stockholder's electronic mail address. Notice of the time, place, if any, and purpose of any meeting of stockholders (to the extent required) may be waived in writing, signed by the person entitled to notice thereof or by electronic transmission by such person, either before or after such meeting, and will be waived by any stockholder by his or her attendance thereat in person, by remote communication, if applicable, or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

Section 8. Quorum. At all meetings of stockholders, except where otherwise provided by statute or by the Certificate of Incorporation, or by these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the voting power of the outstanding shares of stock entitled to vote at the meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the Chairperson of the meeting or by vote of the holders of a majority of the voting power of the shares represented thereat and entitled to vote thereon, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by statute or by applicable stock exchange rules, or by the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the holders of a majority of the voting power of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the subject matter shall be the act of the stockholders. Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, directors shall be elected by a plurality of the votes of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote generally on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by statute, by applicable stock exchange rules or by the Certificate of Incorporation or these Bylaws, a majority of the voting power of the outstanding shares of such class or classes or series, present in person, by remote communication, if applicable, or represented by proxy duly authorized, shall constitute a quorum entitled to take action with respect to that vote on that matter. Except where otherwise provided by statute, by applicable stock exchange rules or by the Certificate of Incorporation or these Bylaws, the affirmative vote of the holders of a majority (plurality, in the case of the election of directors) of voting power of such class or classes or series present in person, by remote communication, if applicable, or represented by proxy at the meeting shall be the act of such class or classes or series.

Section 9. Adjournment and Notice of Adjourned Meetings. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the person(s) who called the meeting or the Chairperson of the meeting, or by the vote of the holders of a majority of the voting power of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and entitled to vote thereon. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 10. Voting Rights. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date shall be entitled to vote at any meeting of stockholders. Every person entitled to vote shall have the right to do so either in person, by remote communication, if applicable, or by an agent or agents authorized by a proxy granted in accordance with Delaware law. An agent so appointed need not be a stockholder. No proxy shall be voted after three years from its date of creation unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot.

Section 11. Joint Owners of Stock. If shares or other securities having voting power stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one votes, his or her act binds all; (b) if more than one votes, the act of the majority so voting binds all; (c) if more than one votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or may apply to the Delaware Court of Chancery for relief as provided in DGCL Section 217(b). If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.

Section 12. List of Stockholders. The corporation shall prepare, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each stockholder and the number and class of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. The list shall be open to examination of any stockholder during the time of the meeting as provided by law.

Section 13. Action without Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Certificate of Incorporation and in accordance with applicable law.

Section 14. Organization.

(a) At every meeting of stockholders, the Chairperson of the Board of Directors, or, if a Chairperson has not been appointed, is absent or refuses to act, the Chief Executive Officer, or, if no Chief Executive Officer is then serving, is absent or refuses to act, the President, or, if the President is absent or refuses to act, a Chairperson of the meeting designated by the Board of Directors, or, if the Board of Directors does not designate such Chairperson, a Chairperson chosen by a majority of the voting power of the stockholders entitled to vote, present in person or by proxy duly authorized, shall act as Chairperson. The Chairperson of the Board may appoint the Chief Executive Officer as Chairperson of the meeting. The Secretary, or, in his or her absence, an Assistant Secretary directed to do so by the Chairperson of the meeting, shall act as secretary of the meeting.

(b) The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the Chairperson of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chairperson, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the corporation and their duly authorized and constituted proxies and such other persons as the Chairperson shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting. Unless and to the extent determined by the Board of Directors or the Chairperson of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV

DIRECTORS

Section 15. Number and Term of Office. The authorized number of directors of the corporation shall be fixed in accordance with the Certificate of Incorporation. Directors need not be stockholders.

Section 16. Powers. Except as otherwise provided in the Certificate of Incorporation or the DGCL, the business and affairs of the corporation shall be managed by or under the direction of the Board of Directors.

Section 17. Classes of Directors. The directors shall be divided into classes as and to the extent provided in the Certificate of Incorporation, except as otherwise required by applicable law.

Section 18. Vacancies. Vacancies on the Board of Directors shall be filled as provided in the Certificate of Incorporation, except as otherwise required by applicable law.

Section 19. Resignation. Any director may resign at any time by delivering his or her notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time. If no such specification is made, the resignation shall be effective at the time of delivery of the resignation to the Secretary.

Section 20. Removal. Subject to the rights of holders of any series of Preferred Stock to elect additional directors under specified circumstances, neither the Board of Directors nor any individual director may be removed except in the manner specified in Section 141 of the DGCL.

Section 21. Meetings.

(a) Regular Meetings. Unless otherwise restricted by the Certificate of Incorporation, regular meetings of the Board of Directors may be held at any time or date and at any place within or without the State of Delaware which has been designated by the Board of Directors and publicized among all directors, either orally or in writing, by telephone, including a voice-messaging system or other system designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means. No further notice shall be required for regular meetings of the Board of Directors.

(b) Special Meetings. Unless otherwise restricted by the Certificate of Incorporation, special meetings of the Board of Directors may be held at any time and place within or without the State of Delaware whenever called by the Chairperson of the Board, the Chief Executive Officer or the Board of Directors.

(c) Meetings by Electronic Communications Equipment. Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) Notice of Special Meetings. Notice of the time and place of all special meetings of the Board of Directors shall be given orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting. If notice is sent by U.S. mail, it shall be sent by first class mail, postage prepaid at least three days before the date of the meeting. Notice of any special meeting may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(e) Waiver of Notice. The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though it had been transacted at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present who did not receive notice shall sign a written waiver of notice or shall waive notice by electronic transmission. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of any meeting will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 22. Quorum and Voting.

(a) Unless the Certificate of Incorporation requires a greater number, a quorum of the Board of Directors shall consist of a majority of the directors currently serving on the Board of Directors in accordance with the Certificate of Incorporation (but in no event less than one third of the total authorized number of directors); *provided, however,* at any meeting whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Certificate of Incorporation or these Bylaws.

Section 23. Action without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission. The consent or consents shall be filed with the minutes of proceedings of the Board of Directors or committee.

Section 24. Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors or a committee thereof to which the Board of Directors has delegated such responsibility and authority, including, if so approved, by resolution of the Board of Directors or a committee thereof to which the Board of Directors has delegated such responsibility and authority, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

Section 25. Committees.

(a) Executive Committee. The Board of Directors may appoint an Executive Committee to consist of one or more members of the Board of Directors. The Executive Committee, to the extent permitted by law and provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopting, amending or repealing any Bylaw of the corporation.

(b) Other Committees. The Board of Directors may, from time to time, appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall any such committee have the powers denied to the Executive Committee in these Bylaws.

(c) Term. The Board of Directors, subject to any requirements of any outstanding series of Preferred Stock and the provisions of subsections (a) or (b) of this Section 25, may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his or her death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace

any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) Meetings. Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 25 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any regular or special meeting of any committee may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such regular or special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the Board of Directors in the resolutions authorizing the creation of the committee, a majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

Section 26. Duties of Chairperson of the Board of Directors. The Chairperson of the Board of Directors, if appointed and when present, shall preside at all meetings of the stockholders and the Board of Directors. The Chairperson of the Board of Directors shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time.

Section 27. Organization. At every meeting of the directors, the Chairperson of the Board of Directors, or, if a Chairperson has not been appointed or is absent, the Chief Executive Officer (if a director), or, if a Chief Executive Officer is absent, the President (if a director), or if the President is absent, the most senior Vice President (if a director), or, in the absence of any such person, a Chairperson of the meeting chosen by a majority of the directors present, shall preside over the meeting. The Secretary, or in his absence, any Assistant Secretary or other officer, director or other person directed to do so by the person presiding over the meeting, shall act as secretary of the meeting.

ARTICLE V

OFFICERS

Section 28. Officers Designated. The officers of the corporation shall include, if and when designated by the Board of Directors, the Chief Executive Officer, the President, one or more Vice Presidents, the Secretary, the Chief Financial Officer and the Treasurer. The Board of Directors may also appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers and agents with such powers and duties as it shall deem necessary. The Board of Directors may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the corporation shall be fixed by or in the manner designated by the Board of Directors or a committee thereof to which the Board of Directors has delegated such responsibility.

Section 29. Tenure and Duties of Officers.

(a) General. All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(b) Duties of Chief Executive Officer. The Chief Executive Officer shall preside at all meetings of the stockholders and at all meetings of the Board of Directors (if a director), unless the Chairperson of the Board of Directors has been appointed and is present. Unless an officer has been appointed Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. To the extent that a Chief Executive Officer has been appointed and no President has been appointed, all references in these Bylaws to the President shall be deemed references to the Chief Executive Officer. The Chief Executive Officer shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time.

(c) Duties of President. The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors (if a director), unless the Chairperson of the Board of Directors, or the Chief Executive Officer has been appointed and is present. Unless another officer has been appointed Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The President shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors (or the Chief Executive Officer, if the Chief Executive Officer and President are not the same person and the Board of Directors has delegated the designation of the President's duties to the Chief Executive Officer) shall designate from time to time.

(d) Duties of Vice Presidents. A Vice President may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant (unless the duties of the President are being filled by the Chief Executive Officer). A Vice President shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer, or, if the Chief Executive Officer has not been appointed or is absent, the President shall designate from time to time.

(e) Duties of Secretary. The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties provided for in these Bylaws and other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time. The Chief Executive Officer, or if no Chief Executive Officer is then serving, the President may direct any Assistant Secretary or other officer to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer, or if no Chief Executive Officer is then serving, the President shall designate from time to time.

(f) Duties of Chief Financial Officer. The Chief Financial Officer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the Chief Executive Officer, or if no Chief Executive Officer is then serving, the President. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Chief Financial Officer shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer, or if no Chief Executive Officer is then serving, the President shall designate from time to time. To the extent that a Chief Financial Officer has been appointed and no Treasurer has been appointed, all references in these Bylaws to the Treasurer shall be deemed references to the Chief Financial Officer. The President may direct the Treasurer, if any, or any Assistant Treasurer, or the controller or any assistant controller to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Treasurer and Assistant Treasurer and each controller and assistant controller shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer, or if no Chief Executive Officer is then serving, the President shall designate from time to time.

(g) Duties of Treasurer. Unless another officer has been appointed Chief Financial Officer of the corporation, the Treasurer shall be the chief financial officer of the corporation and shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the Chief Executive Officer, or if no Chief Executive Officer is then serving, the President, and, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Treasurer shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer, or if no Chief Executive Officer is then serving, the President and Chief Financial Officer (if not Treasurer) shall designate from time to time.

Section 30. Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 31. Resignations. Any officer may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors or to the Chief Executive Officer, or if no Chief Executive Officer is then serving, to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.

Section 32. Removal. Any officer may be removed from office at any time, either with or without cause, by the Board of Directors, or by any committee or superior officer upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 33. Execution of Corporate Instruments. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign on behalf of the corporation

the corporate name without limitation, or to enter into contracts on behalf of the corporation, except where otherwise provided by applicable law or these Bylaws, and such execution or signature shall be binding upon the corporation. All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do. Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 34. Voting of Securities Owned by the Corporation. All stock and other securities and interests of other corporations and entities owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairperson of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII

SHARES OF STOCK

Section 35. Form and Execution of Certificates. The shares of the corporation shall be represented by certificates, or shall be uncertificated if so provided by resolution or resolutions of the Board of Directors. Certificates for the shares of stock, if any, shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of, the corporation by any two authorized officers of the corporation, certifying the number of shares owned by such holder in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 36. Lost Certificates. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The corporation may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or the owner’s legal representative, to agree to indemnify the corporation in such manner as it shall require or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 37. Transfers.

(a) Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and, in the case of stock represented by certificate, upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

Section 38. Fixing Record Dates.

(a) In order that the corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, subject to applicable law, not be more than 60 nor fewer than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board of Directors may fix a new record date for the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 39. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VIII

OTHER SECURITIES OF THE CORPORATION

Section 40. Execution of Other Securities. All bonds, debentures and other corporate securities of the corporation, other than stock certificates (covered in Section 35), may be signed by any executive officer (as defined in Article XI) or any other officer or person as may be authorized by the Board of Directors; *provided*, *however,* that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by an executive officer of the corporation or such other officer or person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall

appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

ARTICLE IX

DIVIDENDS

Section 41. Declaration of Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation and applicable law, if any, may be declared by the Board of Directors. Dividends may be paid in cash, in property, or in shares of the corporation's capital stock, subject to the provisions of the Certificate of Incorporation and applicable law.

Section 42. Dividend Reserve. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

FISCAL YEAR

Section 43. Fiscal Year. The fiscal year of the corporation shall end on December 31 or on such other date as may otherwise be fixed by resolution of the Board of Directors.

ARTICLE XI

INDEMNIFICATION

Section 44. Indemnification of Directors, Executive Officers, Employees and Other Agents.

(a) Directors and Executive Officers. The corporation shall indemnify its directors and executive officers (for the purposes of this Article XI, "***executive officers***" shall have the meaning defined in Rule 3b-7 promulgated under the 1934 Act) to the fullest extent permitted by the DGCL or any other applicable law as it presently exists or may hereafter be amended, who was or is made or is threatened to be made a party or is otherwise involved in proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the corporation, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person; *provided, however,* that the corporation may modify the extent of such indemnification by individual contracts with its directors and executive officers, in which case such contract shall supersede and replace the provisions hereof; and, *provided, further,* that the corporation shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the DGCL or any other applicable law or (iv) such indemnification is required to be made under subsection (d) of this Section 44.

(b) Other Officers, Employees and Other Agents. The corporation shall have the power to indemnify (including the power to advance expenses in a manner consistent with subsection (c) of this Section 44) its other officers, employees and other agents as set forth in the DGCL or any other applicable law. The Board of Directors shall have the power to delegate the determination of whether indemnification shall be given to any such person except executive officers to such officers or other persons as the Board of Directors shall determine.

(c) Expenses. The corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or executive officer of the corporation, or is or was serving at the request of the corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding provided, however, that if the DGCL requires, an advancement of expenses incurred by a director or executive officer in his or her capacity as a director or executive officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking (hereinafter an "***undertaking***"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "***final adjudication***") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to paragraph (d) of this section 44, no advance shall be made by the corporation to an executive officer of the corporation (except by reason of the fact that such executive officer is or was a director of the corporation in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by a majority vote of directors who were not parties to the proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

(d) Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or executive officer. Any right to indemnification or advances granted by this section to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within 90 days of request therefor. To the extent permitted by law, the claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim to the fullest extent permitted by law. In connection with any claim for indemnification, the corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the DGCL or any other applicable law for the corporation to indemnify the claimant for the amount claimed. In connection with any claim by an executive officer of the corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such executive officer is or was a director of the corporation) for advances, the corporation shall be entitled to raise a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a

manner that such person did not believe to be in or not opposed to the best interests of the corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his or her conduct was lawful. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the DGCL or any other applicable law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by a director or executive officer to enforce a right to indemnification or to an advancement of expenses hereunder, the burden of proving that the director or executive officer is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(e) Non-Exclusivity of Rights. The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL, or by any other applicable law.

(f) Survival of Rights. The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director or executive officer or officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) Insurance. To the fullest extent permitted by the DGCL or any other applicable law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this section.

(h) Amendments. Any repeal or modification of this section shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation.

(i) Saving Clause. If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this section that shall not have been invalidated, or by any other applicable law. If this section shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the corporation shall indemnify each director and executive officer to the full extent under any other applicable law.

(j) Certain Definitions. For the purposes of this Bylaw, the following definitions shall apply:

(i) The term "***proceeding***" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(ii) The term "***expenses***" shall be broadly construed and shall include, without limitation, court costs, attorneys' fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(iii) The term the "***corporation***" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this section with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(iv) References to a "***director***," "***executive officer***," "***officer***," "***employee***," or "***agent***" of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(v) References to "***other enterprises***" shall include employee benefit plans; references to "***fines***" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "***serving at the request of the corporation***" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "***not opposed to the best interests of the corporation***" as referred to in this section.

ARTICLE XII

NOTICES

Section 45. Notices.

(a) Notice to Stockholders. Notice to stockholders of stockholder meetings shall be given as provided in Section 7 herein. Without limiting the manner by which notice may otherwise be given effectively to stockholders under any agreement or contract with such stockholder, and except as otherwise required by law, written notice to stockholders for purposes other than stockholder meetings may be sent by U.S. mail or nationally recognized overnight courier, or by facsimile, telegraph or telex or by electronic mail or other electronic means.

(b) Notice to Directors. Any notice required to be given to any director may be given by the method stated in subsection (a) or as otherwise provided in these Bylaws, with notice other than one which is delivered personally to be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known address of such director.

(c) Affidavit of Mailing. An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected or other agent, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) Methods of Notice. It shall not be necessary that the same method of giving notice be employed in respect of all recipients of notice, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

(e) Notice to Person with Whom Communication is Unlawful. Whenever notice is required to be given, under any provision of law or of the Certificate of Incorporation or Bylaws of the corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(f) Notice to Stockholders Sharing an Address. Except as otherwise prohibited under the DGCL, any notice given under the provisions of the DGCL, the Certificate of Incorporation or the Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Such consent shall have been deemed to have been given if such stockholder fails to object in writing to the corporation within 60 days of having been given notice by the corporation of its intention to send the single notice. Any consent shall be revocable by the stockholder by written notice to the corporation.

ARTICLE XIII

AMENDMENTS

Section 46. Amendments. Subject to the limitations set forth in Section 44(h) of these Bylaws or the provisions of the Certificate of Incorporation, the Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the corporation. The stockholders also shall have power to adopt, amend or repeal the Bylaws of the corporation; provided, however, that, in addition to any vote of the holders of any class or series of stock of the corporation required by law or by the Certificate of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least 66 2/3% of the voting power of all of the then-outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE XIV

LOANS TO OFFICERS

Section 47. Loans to Officers. Except as otherwise prohibited by applicable law, the corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these Bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Exhibit 10.1

Execution Version

FOURTH AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

THIS FOURTH AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (this "**Agreement**") is made as of the 28th day of December, 2015, by and among Datadog, Inc., a Delaware corporation (the "**Company**"), and each of the investors listed on Schedule A hereto, each of which is referred to in this Agreement as an "**Investor.**"

RECITALS

WHEREAS, certain of the Investors (the "**Existing Investors**") hold shares of the Company's Seed Preferred Stock (as defined below), Series A Preferred Stock (as defined below), Series B Preferred Stock (as defined below), and Series C Preferred Stock (as defined below) and possess certain rights pursuant to a Third Amended and Restated Investors' Rights Agreement dated as of January 22, 2015, between the Company and such Investors (the "**Prior Agreement**");

WHEREAS, concurrently with the execution of this Agreement, the Company and certain of the Investors are entering into a Series D Preferred Stock Purchase Agreement (the "**Purchase Agreement**") providing for the sale of shares of the Company's Series D Preferred Stock (as defined below);

WHEREAS, the Company and the undersigned desire to induce certain of the Investors to enter into the Purchase Agreement by amending and restating the Prior Agreement to provide the Investors with rights and privileges as set forth herein; and

WHEREAS, the undersigned constitute the required signatories to amend the Prior Agreement as set forth herein.

NOW, **THEREFORE**, the Prior Agreement is hereby amended and restated in its entirety, and the parties hereto hereby agree, as follows:

1. Definitions. For purposes of this Agreement:

1.1 "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital fund or investment vehicle now or hereafter existing that is controlled by one or more general partners or managing members of, or shares or is advised by the same management or advisory company as, such Person.

1.2 "**Board**" means the Board of Directors of the Company.

1.3 "**Certificate of Incorporation**" means the Company's Sixth Amended and Restated Certificate of Incorporation, as the same may be further amended or restated from time to time.

1.4 "**Common Stock**" means shares of the Company's common stock, par value $0.00001 per share.

1.5 "**Conversion Shares**" means shares of Common Stock issued or issuable upon the conversion of Preferred Stock.

1.6 "**Damages**" means any loss, damage, or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, or liability (or any action in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.7 "**Derivative Securities**" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

1.8 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.9 "**Excluded Registration**" means (i) a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

1.10 "**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.11 "**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.12 "**GAAP**" means generally accepted accounting principles in the United States.

1.13 "**Holder**" means any holder of Registrable Securities who is a party to this Agreement.

1.14 "**Immediate Family Member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein.

1.15 "**Initiating Holders**" means, collectively, Holders who properly initiate a registration request under this Agreement.

1.16 "**IPO**" means the Company's first underwritten public offering of its Common Stock under the Securities Act.

1.17 "**Key Employee**" means Alexis Le-Quoc and Olivier Pomel.

1.18 "**Major Investor**" means any Investor that individually or together with such Investor's Affiliates, holds at least 300,000 shares of Registrable Securities (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof).

1.19 "**New Securities**" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.20 "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.21 "**Preferred Directors**" mean, collectively, the Series A Directors and the Series B Director.

1.22 "**Preferred Stock**" means, collectively, shares of Seed Preferred Stock, shares of Series A Preferred Stock, shares of Series B Preferred Stock, shares of Series C Preferred Stock, shares of Series D Preferred Stock, and shares of any other series of Preferred Stock of the Company issued from time to time.

1.23 "**Registrable Securities**" means (i) Conversion Shares; (ii) any Common Stock, or any Common Stock issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company, acquired by the Investors after the date hereof; and (iii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) and (ii) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Subsection 6.1(a), and excluding for purposes of Section 2 any shares for which registration rights have terminated pursuant to Subsection 2.13 of this Agreement.

1.24 "**Registrable Securities then outstanding**" means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.25 "**Restricted Securities**" means the securities of the Company required to bear the legend set forth in Subsection 2.12(b) hereof.

1.26 "**Seed Preferred Stock**" means shares of the Company's Seed Preferred Stock, par value $0.00001 per share.

1.27 "**SEC**" means the Securities and Exchange Commission.

1.28 "**SEC Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act.

1.29 "**SEC Rule 145**" means Rule 145 promulgated by the SEC under the Securities Act.

1.30 "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.31 "**Selling Expenses**" means all underwriting discounts, selling commissions, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in Subsection 2.6.

1.32 "**Series A Directors**" means, collectively, the directors of the Company that the holders of record of the Series A Preferred Stock are entitled to elect pursuant to the Certificate of Incorporation.

1.33 "**Series A Preferred Stock**" mean shares of the Company's Series A Preferred Stock, par value $0.00001 per share.

1.34 "**Series B Director**" means the director of the Company that the holders of record of the Series B Preferred Stock are entitled to elect pursuant to the Certificate of Incorporation.

1.35 "**Series B Preferred Stock**" means shares of the Company's Series B Preferred Stock, par value $0.00001 per share.

1.36 "**Series C Preferred Stock**" means shares of the Company's Series C Preferred Stock, par value $0.00001 per share.

1.37 "**Series D Preferred Stock**" means shares of the Company's Series D Preferred Stock, par value $0.00001 per share.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after the earlier of (i) three (3) years after the date of this Agreement or (ii) one hundred eighty (180) days after the effective

date of the registration statement for the IPO, the Company receives a request from Holders of at least a majority of the Registrable Securities then outstanding that the Company file a Form S-1 registration statement with respect to at least twenty percent (20%) of the Registrable Securities then outstanding (or a lesser percent if the anticipated aggregate offering price, net of Selling Expenses, would exceed $10 million), then the Company shall (i) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Subsection 2.1(c) and Subsection 2.3.

(b) Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from Holders of at least twenty percent (20%) of the Registrable Securities then outstanding that the Company file a Form S-3 registration statement with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate offering price, net of Selling Expenses, of at least $1 million, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Subsection 2.1(c) and Subsection 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Subsection 2.1 a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Board it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than one hundred twenty (120) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such one hundred twenty (120) day period.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(a)(i) during the period that is sixty (60) days

before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration, provided, that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected two registrations pursuant to Subsection 2.1(a); or (iii) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Subsection 2.1(b). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(b) (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company-initiated registration, provided, that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected one registration pursuant to Subsection 2.1(b) within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "**effected**" for purposes of this Subsection 2.1(d) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to Subsection 2.6, in which case such withdrawn registration statement shall be counted as "**effected**" for purposes of this Subsection 2.1(d).

2.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its securities under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Subsection 2.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Subsection 2.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Subsection 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Subsection 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Subsection 2.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by the Company and shall be reasonably acceptable to a majority in interest of the Initiating Holders. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Subsection 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Subsection 2.3, if the managing

underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Subsection 2.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below fifteen percent (15%) of the total number of securities included in such offering, unless such offering is the IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder's securities are included in such offering. For purposes of the provision in this Subsection 2.3(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "**selling Holder,**" and any pro rata reduction with respect to such "**selling Holder**" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "**selling Holder,**" as defined in this sentence.

(c) For purposes of Subsection 2.1, a registration shall not be counted as "**effected**" if, as a result of an exercise of the underwriter's cutback provisions in Subsection 2.3(a), fewer than fifty percent (50%) of the total number of Registrable Securities that Holders have requested to be included in such registration statement are actually included.

2.4 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of at least a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred twenty (120) day period shall be extended for up to sixty (60) days, if necessary, to keep the registration statement effective until all such Registrable Securities are sold;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements, not to exceed $35,000, of one counsel for the selling Holders ("**Selling Holder Counsel**"), shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Subsection 2.1 if the registration request is subsequently withdrawn at the request of the Holders of at least a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the

withdrawn registration), unless the Holders of at least a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to Subsection 2.1(a) or Subsection 2.1(b), as the case may be; provided further that if, at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information, then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to Subsection 2.1(a) or Subsection 2.1(b). All Selling Expenses relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection

with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under Subsections 2.8(b) and 2.8(d) exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Subsection 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Subsection 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Subsection 2.8, to the extent that such failure actually and materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Subsection 2.8.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Subsection 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Subsection 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Subsection 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified

party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case, (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Subsection 2.8(d), when combined with the amounts paid or payable by such Holder pursuant to Subsection 2.8(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Subsection 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of at least a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that would allow such holder or prospective holder (i) to include such securities in any registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number of Registrable Securities of the Holders that are included or (ii) to demand registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to any additional Investor who becomes a party to this Agreement in accordance with Subsection 6.9.

2.11 "**Market Stand-off**" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports, and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Holder or are thereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Subsection 2.11 shall apply only to the IPO, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and shall be applicable to the Holders only if all officers, directors and stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock) are subject to the same restrictions. The underwriters in connection with such registration are intended third-party beneficiaries of this Subsection 2.11 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Subsection 2.11 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all such agreements by the Company or underwriters shall apply pro rata to all Holders subject to such agreements, based on the number of shares subject to such agreements.

2.12 Restrictions on Transfer.

(a) The Preferred Stock and the Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Preferred Stock and the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(b) Each certificate or instrument representing (i) the Preferred Stock, (ii) the Registrable Securities, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 2.12(c)) be stamped or otherwise imprinted with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Subsection 2.12.

(c) The holder of each certificate representing Restricted Securities, by acceptance thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "**no action**" letter from the SEC to the effect that the proposed sale,

pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "**no action**" letter (x) in any transaction in compliance with SEC Rule 144 or (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for noconsideration; provided that each transferee agrees in writing to be subject to the terms of this Subsection 2.12. Each certificate or instrument evidencing the Restricted Securities transferred as above provided shall bear, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Subsection 2.12(b), except that such certificate shall not bear such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.13 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Subsection 2.1 or Subsection 2.2 shall terminate upon the earliest to occur of:

(a) the closing of a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation;

(b) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three-month period without registration; and

(c) the fifth anniversary of the IPO.

3. Information Rights.

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor:

(a) as soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company, (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and (iii) a statement of stockholders' equity as of the end of such year. Unless otherwise waived in writing by Iconiq Strategic Partners II, L.P. ("**ICONIQ**"), OpenView Venture Partners III, L.P. ("**OpenView**"), Index Ventures VI (Jersey), L.P ("**Index Ventures**") and ru-Net Technology Capital LP ("**RTP Ventures**"), all such financial statements shall be audited and certified by independent public accountants approved by the Board, including a majority of the Preferred Directors;

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited statements of income and of cash flows for each such fiscal quarter, and an unaudited balance sheet and a statement of stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(c) upon request, copies of the most recent budget and business plan for the Company (collectively, the "**Budget**") approved by the Board, including a majority of the Preferred Directors; and

(d) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as any Major Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Subsection 3.1 to provide information (i) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

Notwithstanding anything else in this Subsection 3.1 to the contrary, the Company may cease providing the information set forth in this Subsection 3.1 during the period starting with the date sixty (60) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under this Subsection 3.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

3.2 Inspection. The Company shall permit each Major Investor (provided that the Board has not reasonably determined that such Major Investor is a competitor of the Company), at such Major Investor's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Major Investor; provided, however, that the Company shall not be obligated pursuant to this Subsection 3.2 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3.3 Board Observer Right. For so long as ICONIQ owns at least 500,000 shares of Series D Preferred Stock (or an equivalent amount of Common Stock issued upon conversion thereof) (subject to appropriate adjustment in the event of any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), the Company shall invite a representative of ICONIQ to attend all meetings of the Board in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors at the same time

and in the same manner as provided to such directors; provided, however, that such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and provided further, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or a conflict of interest.

3.4 Additional Information Rights. The Company shall deliver to ICONIQ, OpenView, Index Ventures, and RTP Ventures:

(a) as soon as practicable, but in any event within twenty-one (21) days after the end of each calendar quarter, to ICONIQ's, OpenView's, Index Ventures', and RTP Ventures' satisfaction, all the information requested on the Metric Schedule substantially in the form attached hereto as Exhibit B. The completed schedule shall be sent to Index Ventures via email, with confirmation of receipt to reporting@indexventures.com or by any other reasonable method as hereafter specified by Index Ventures.

(b) as soon as practicable, but in any event within twenty-one (21) days after the end of each calendar year, a detailed share capitalization table on a fully diluted basis, as of December 31 of the just completed calendar year, setting out the authorized and issued share capital of the Company on a shareholder by shareholder basis, together with details of any unexercised and unvested options and detailing any share transfers since the delivery of the previous share capitalization table, if any.

3.5 Termination of Information Rights. The covenants set forth in Subsections 3.1, 3.2, 3.3, and 3.4 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, or (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, whichever event occurs first.

3.6 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 3.6 by such Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company, (d) was in the possession of or known by such Investor without restriction prior to receipt from the Company, or (e) is required to be disclosed by a governmental authority, stock market or stock exchange; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such

prospective purchaser agrees to be bound by the provisions of this Subsection 3.6; (iii) to any existing Affiliate, partner, member, former partner or member who retained an economic interest in such Investor, stockholder, prospective investor or limited partner or wholly owned subsidiary of such Investor in the ordinary course of business (or any employee or representative of any of the foregoing) (each of the foregoing persons, a "**Permitted Disclosee**"), provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, rule, regulation or court or other governmental order, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure. Furthermore, nothing contained herein shall prevent the Investors, individually or together, or any Permitted Disclosee from entering into any business, entering into any agreement with a third party, or investing in or engaging in investment discussions with any other company (whether or not competitive with the Company), provided that such Investor or the Permitted Disclosee does not, except as permitted in accordance with this Subsection 3.6, disclose or otherwise make use of any proprietary or confidential information of the Company in connection with such activities.

3.7 Termination of Seed Preferred Stock Board Observer Rights. Each of the undersigned Investors other than ICONIQ, OpenView, Index Ventures and RTP Ventures hereby agrees that, regardless of what is set forth in any management rights letter or other side letter or agreement between the Company and such Investor, such Investor shall not have the right to attend and observe Board meetings of the Company other than at the invitation of and as approved by the Board, including a majority of the Preferred Directors, in its discretion. Other than as amended by the foregoing sentence, the terms of any such management rights letters shall remain in full force and effect.

4. Rights to Future Stock Issuances.

4.1 Right of First Offer. Subject to the terms and conditions of this Subsection 4.1 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Major Investor. A Major Investor shall be entitled to apportion the right of first offer hereby granted to it among itself and its Affiliates in such proportions as it deems appropriate.

(a) The Company shall give notice (the "**Offer Notice**") to each Major Investor, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within twenty (20) days after the Offer Notice is given, each Major Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the product of (x) the aggregate number of New Securities, times, (y) a fraction, the numerator of which is the aggregate number of the Conversion Shares held by such Major Investor and the denominator of which is the total number of shares of Common Stock of the Company then issued and outstanding (assuming full conversion and/or exercise, as applicable, of all outstanding shares of Preferred Stock and other Derivative Securities). At the expiration of

such twenty (20) day period, the Company shall promptly notify each Major Investor that elects to purchase or acquire all the shares available to it (each, a "**Fully Exercising Investor**") of any other Major Investor's failure to do likewise. During the twenty (20) day period commencing after the Company has given such notice, each Fully Exercising Investor may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of the New Securities for which Major Investors were entitled to subscribe but that were not subscribed for by the Major Investors which is equal to the product of (x) the aggregate number of New Securities for which Major Investors were entitled to subscribe but that were not subscribed for by the Major Investors, times, (y) a fraction, the numerator of which is the aggregate number of Conversion Shares then held by such Fully Exercising Investor and the denominator of which is the total number of Conversion Shares held by all Fully Exercising Investors who wish to purchase such unsubscribed shares. The closing of any sale pursuant to this Subsection 4.1(b) shall occur within the later of ninety (90) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Subsection 4.1(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Subsection 4.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Subsection 4.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Major Investors in accordance with this Subsection 4.1.

(d) The right of first offer in this Subsection 4.1 shall not be applicable to (i) Exempted Securities (as defined in the Certificate of Incorporation); and (ii) shares of Common Stock issued in the IPO.

(e) Notwithstanding any provision hereof to the contrary, in lieu of complying with the provisions of this Subsection 4.1, the Company may elect to give notice to the Major Investors within thirty (30) days after the issuance of New Securities. Such notice shall describe the type, price, and terms of the New Securities. Each Major Investor shall have twenty (20) days from the date notice is given to elect to purchase up to the number of New Securities that would, if purchased by such Major Investor, maintain such Major Investor's percentage-ownership position, calculated as set forth in Subsection 4.1(b) before giving effect to the issuance of such New Securities. The closing of such sale shall occur within sixty (60) days of the date notice is given to the Major Investors.

4.2 Termination. The covenants set forth in Subsection 4.1 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, whichever event occurs first.

5. Additional Covenants.

5.1 D&O Insurance. The Company shall use its commercially reasonable efforts to cause Directors and Officers liability insurance, in an amount not less than $1,000,000 and on terms and conditions satisfactory to the Board, including a majority of the Preferred Directors, to be maintained until such time as the Board, including a majority of the Preferred Directors, determines that such insurance should be discontinued.

5.2 Employee Agreements. The Company will cause each Key Employee that has not already done so to enter into a noncompetition, nonsolicitation, nondisclosure and proprietary rights assignment agreement with a one (1) year noncompetition and nonsolicitation period, substantially in the form attached hereto as Exhibit A-1. The Company will cause each employee that is not a Key Employee and that has not already done so to enter into a nonsolicitation, nondisclosure and proprietary rights assignment agreement with a one (1) year nonsolicitation period, substantially in the form attached hereto as Exhibit A-2. In addition, the Company shall not amend, modify, terminate, waive, or otherwise alter, in whole or in part, any of the above-referenced agreements or any restricted stock agreement between the Company and any employee, without the consent of the Board.

5.3 Employee Stock. Unless otherwise approved by the Board, including a majority of the Preferred Directors, all future employees and consultants of the Company who purchase, receive options to purchase, or receive awards of shares of the Company's capital stock, and any other Person who purchases, receives options to purchase, or receives awards of shares of the Company's capital stock pursuant to the Company's 2012 Equity Incentive Plan or any other equity incentive plan approved by the Board, after the date hereof shall be required to execute restricted stock or option agreements, as applicable, providing for (i) vesting of shares over a four (4) year period, with the first twenty-five percent (25%) of such shares vesting following twelve (12) months of continued employment or service, and the remaining shares vesting in equal monthly installments over the following thirty-six (36) months, and (ii) a market stand-off provision substantially similar to that in Subsection 2.11. In addition, unless otherwise approved by the Board, including a majority of the Preferred Directors, the Company shall retain a "right of first refusal" on employee transfers until the Company's IPO and shall have the right to repurchase unvested shares at cost upon termination of employment of a holder of restricted stock. The Company will not accelerate any such vesting or allow any such repurchase right to expire without the approval of the Board, including a majority of the Preferred Directors.

5.4 Qualified Small Business Stock. The Company shall submit to its stockholders (including the Investors) and to the Internal Revenue Service any reports that may be required under Section 1202(d)(1)(C) of the Internal Revenue Code (the "**Code**") and the regulations promulgated thereunder. In addition, within twenty (20) business days after any Investor's written request therefor, the Company shall, at its option, either (i) deliver to such Investor a written statement indicating whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code or (ii) deliver to such Investor such factual information in the Company's possession as is reasonably necessary to enable such Investor to determine whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code.

5.5 Matters Requiring Investor Director Approval. So long as there are issued and outstanding collectively at least 1,800,000 shares of Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, and/or Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, or Series A Preferred Stock, as applicable), the Company hereby covenants and agrees with each of the Investors that it shall not, without approval of the Board, which approval must include the affirmative vote of a majority of the Preferred Directors:

(a) make, or permit any subsidiary to make, any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(b) make, or permit any subsidiary to make, any loan or advance to any Person, including, without limitation, any employee or director of the Company or any subsidiary, except short-term loans of less than $25,000 (e.g., for employee hardship), advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board;

(c) guarantee, directly or indirectly, or permit any subsidiary to guarantee, directly or indirectly, any indebtedness except for trade accounts of the Company or any subsidiary arising in the ordinary course of business;

(d) make any investment inconsistent with any investment policy approved by the Board;

(e) incur any aggregate indebtedness in excess of $500,000 that is not already included in a budget approved by the Board, other than trade credit incurred in the ordinary course of business;

(f) otherwise enter into or be a party to any transaction with any director, officer, or employee of the Company or any “associate” (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such Person, including without limitation any “management bonus” or similar plan providing payments to employees in connection with a Deemed Liquidation Event as such term is defined in the Certificate of Incorporation, except for transactions contemplated by this Agreement, the Purchase Agreement and other transaction documents;

(g) hire, terminate, or change the compensation of the executive officers, including approving any option grants or stock awards to executive officers;

(h) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(i) sell, assign, license, pledge, or encumber material technology or intellectual property, other than licenses granted in the ordinary course of business;

(j) enter into any corporate strategic relationship outside of the ordinary course of the Company's business involving the payment, contribution, or assignment by the Company or to the Company of any assets;

(k) engage in any transaction with any Affiliate, other than on an arms-length basis;

(l) materially deviate from annual operating budgets and business plans; or

(m) enter into any agreement to do any of the foregoing.

In addition, the Company shall prepare and present to Board in a timely manner before the end of each fiscal year the Budget for the next fiscal year, which Budget must be approved by the Board, including a majority of the Preferred Directors.

5.6 Board Matters. Unless otherwise determined by the vote of a majority of the directors then in office, including a majority of the Preferred Directors, the Board shall meet at least quarterly in accordance with an agreed-upon schedule. The Company shall reimburse the nonemployee directors for all reasonable out-of-pocket travel expenses incurred (consistent with the Company's travel policy) in connection with attending meetings of the Board.

5.7 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, its Certificate of Incorporation, or elsewhere, as the case may be.

5.8 Termination of Covenants. The covenants set forth in this Section 5 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO; (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, whichever event occurs first.

6. Miscellaneous.

6.1 Successors and Assigns.

(a) Except as otherwise provided with respect to Amplify in Subsection 6.1(b), the rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; or (iii) after such transfer, holds at least 10,000 shares of Registrable Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations); provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the

name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Subsection 2.11. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (1) that is an Affiliate or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; provided further that all transferees who would not qualify individually for assignment of rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement.

(b) For so long as Amplify Partners, L.P., individually or together with its Affiliates (collectively, "**Amplify**") is a Major Investor, Amplify shall be free to assign to Battery Ventures IX, L.P., and/or an Affiliate thereof (collectively, "**Battery**"), in whole or in part, without the consent of the Company but subject to the terms of this Subsection 6.1(b), Amplify's rights and obligations under Subsection 4.1 with respect to any offer or issuance by the Company of New Securities (a "**First Offer Assignment**"). In no event, however, shall the Company be obligated to provide any notice directly to Battery of any offer or issuance of New Securities. In order to exercise its First Offer Assignment right, Amplify must give the Company written notice of the First Offer Assignment within 10 days after the applicable Offer Notice is given (or within 10 days after notice is given by the Company if proceeding pursuant to Subsection 4.1(e)). Immediately upon such notice by Amplify: (i) the First Offer Assignment shall be deemed to be irrevocable and the Company shall be entitled to deal exclusively with Battery with respect to the applicable offering and/or issuance of New Securities (to the extent of the First Offer Assignment) and (ii) the Company shall be under no obligation to provide any further notices to Amplify under Subsection 4.1(b) or otherwise with respect to the applicable offering and/or issuance of New Securities (if such First Offer Assignment is made with respect to the entire offer). The Company shall have no liability with respect to, and Amplify hereby waives, releases and agrees not to sue for, any direct or indirect damages suffered by Amplify in connection with, arising out of or in any way related to any First Offer Assignment (to the extent of the First Offer Assignment); the Company's obligation to deal with Battery following a First Offer Assignment will be conditioned upon Battery making a substantially similar, waiver, release and agreement.

(c) The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.2 Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their e-mail address, facsimile number or address as set forth on the applicable signature page or Schedule A, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 6.5. If notice is given to the Company, a copy shall also be given to Mark A. Haddad, Foley Hoag LLP, Seaport West, 155 Seaport Blvd., Boston, MA 02210, MHaddad@foleyhoag.com. If notice is given to the Investors, a copy shall also be given to Ilan Nissan, Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018-1405, INissan@goodwinprocter.com and to Jane Greyf, Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018-1405, JGreyf@goodwinprocter.com.

6.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of, (i) the Company, and (ii) the holders of at least a majority of the shares of Common Stock issued or issuable upon conversion of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock held by the Investors (voting together as a single class and on an as-converted basis); provided that the Company may in its sole discretion waive compliance with Subsection 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment allegedly in violation of Subsection 2.12(c) shall be deemed to be a waiver); and provided further that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section 4 with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction). The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Any

amendment, termination, or waiver effected in accordance with this Subsection 6.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto; provided, however, that notwithstanding the foregoing, Section 3.3 of this Agreement shall not be amended or waived without the prior written consent of ICONIQ, and provided further, however, that Section 3.4 of this Agreement, or any particular subsection thereto, shall not be amended or waived without the prior written consent of ICONIQ, OpenView, Index Ventures and RTP Ventures, and provided further, however, that the definition of Major Investor will not be amended to increase the qualification under such definition to more than 300,000 shares of Registrable Securities (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), without the approval of the holders of at least a majority of the shares of Common Stock issued upon conversion of shares of Seed Preferred Stock or issuable upon conversion of the shares of Seed Preferred Stock held by the Investors (voting as a single class and on an as-converted basis). Notwithstanding the foregoing, (a) the rights of ICONIQ under Section 4.1 may not be waived without its written consent if OpenView, Index Ventures, RTP Ventures or any of their Affiliates or assigns purchases securities in such transaction, (b) the rights of OpenView under Section 4.1 may not be waived without its written consent if ICONIQ, Index Ventures, RTP Ventures or any of their Affiliates or assigns purchases securities in such transaction, (c) the rights of Index Ventures under Section 4.1 may not be waived without its written consent if ICONIQ, OpenView, RTP Ventures or any of their Affiliates or assigns purchases securities in such transaction, (d) the rights of RTP Ventures under Section 4.1 may not be waived without its written consent if ICONIQ, OpenView, Index Ventures or any of their Affiliates or assigns purchases securities in such transaction, and (e) this sentence will not be amended without the written consent of ICONIQ, OpenView, Index Ventures and RTP Ventures. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Aggregation of Stock. All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

6.9 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Preferred Stock after the date hereof, any purchaser of such shares of Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "**Investor**" hereunder.

6.10 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

6.11 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

6.12 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.13 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.14 Acknowledgment. The Company acknowledges that the Investors are in the business of venture capital investing and therefore review the business plans and related

proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the Company. Nothing in this Agreement shall preclude or in any way restrict an Investor from investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company, provided such Investor observes and continues to comply with its confidentiality obligations under Subsection 3.6.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have executed this Fourth Amended and Restated Investors' Rights Agreement as of the date first written above.

COMPANY:

DATADOG, INC.

By: /s/ Olivier Pomel
Olivier Pomel
Chief Executive Officer

SIGNATURE PAGE TO FOURTH AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

INVESTORS:

ICONIQ STRATEGIC PARTNERS II, L.P.

By: ICONIQ Strategic Partners II GP, L.P.,
its General Partner
By: ICONIQ Strategic Partners II TT GP, Ltd.,
its General Partner

By: /s/ Kevin Foster
Name: Kevin Foster
Title: Authorized Person

ICONIQ STRATEGIC PARTNERS II-B, L.P.

By: ICONIQ Strategic Partners II GP, L.P.,
its General Partner
By: ICONIQ Strategic Partners II TT GP, Ltd.,
its General Partner

By: /s/ Kevin Foster
Name: Kevin Foster
Title: Authorized Person

ICONIQ STRATEGIC PARTNERS II CO-INVEST, L.P.,
DD SERIES

By: ICONIQ Strategic Partners II GP, L.P.,
its General Partner
By: ICONIQ Strategic Partners II TT GP, Ltd.,
its General Partner

By: /s/ Kevin Foster
Name: Kevin Foster
Title: Authorized Person

INVESTORS:

INDEX VENTURES GROWTH III (JERSEY), L.P.

By: Its Managing General Partner:
Index Venture Growth Associates III Limited

By: /s/ Nigel Greenwood
Name: Nigel Greenwood
Title: Director

INDEX VENTURES VI (JERSEY), L.P.

By: Its Managing General Partner:
Index Venture Associates VI Limited

By: /s/ Nigel Greenwood
Name: Nigel Greenwood
Title: Director

INDEX VENTURES VI PARALLEL ENTREPRENEUR FUND (JERSEY), L.P.

By: Its Managing General Partner:
Index Venture Associates VI Limited

By: /s/ Nigel Greenwood
Name: Nigel Greenwood
Title: Director

INVESTORS:

YUCCA (JERSEY), SLP

By: EFG Trust Company Limited as Authorised Signatory of Yucca (Jersey) SLP in its capacity as administrator of the Index Ventures Growth III Co-Investment Scheme

By: /s/ N. T. Greenwood
Name: N. T. Greenwood
Title: Authorised Signatory – EFG Trust Company Limited

YUCCA (JERSEY) SLP

By: Elian Employee Benefit Services Limited as Authorised Signatory of Yucca (Jersey) SLP in its capacity as administrator of the Index Co-Investment Scheme

By: /s/ Giles Johnstone-Scott & Simon King
Name: Giles Johnstone-Scott & Simon King
Title: Authorised Signatory – Elian Employee Benefit Services Limited

INVESTORS:

OPENVIEW VENTURE PARTNERS III, L.P.

By: OpenView General Partner III, L.P.,
its general partner

By: OpenView Management, LLC,
its general partner

By: /s/ Rufus C. King
Name: Rufus C. King
Title: Chief Legal Officer

OPENVIEW AFFILIATES FUND III, L.P.

By: OpenView General Partner III, L.P.,
its general partner

By: OpenView Management, LLC,
its general partner

By: /s/ Rufus C. King
Name: Rufus C. King
Title: Chief Legal Officer

RU-NET TECHNOLOGY CAPITAL LP

By: /s/ Thomas Sima
Name: Thomas Sima
Title: Authorized Representative

RU-NET TECHNOLOGY CAPITAL AIV LP

By: /s/ Kirill Sheynkman
Name: Kirill Sheynkman
Title: Senior Managing Director

/s/ Sabri Murat Bicer
Sabri Murat Bicer

/s/ Kirill Sheynkman
Kirill Sheynkman

INVESTORS:

CONTOUR OPPORTUNITY FUND, L.P.

By: /s/ Matt Gonh
Name: Matt Gonh
Title: Managing Partner

CONTOUR VENTURE PARTNERS, L.P.

By: /s/ Matt Gonh
Name: Matt Gonh
Title: Managing Partner

INVESTORS:

IA Ventures Strategies Fund I, LP

By: IA Venture Partners, LLC
Its General Partner

By: /s/ Bradford W. Gillespie
Name: Bradford W. Gillespie
Title: General Partner

SIGNATURE PAGE TO FOURTH AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

INVESTORS:

RRE VENTURES IV, LP

By: IA Venture Partners, LLC
Its General Partner

By: /s/ William D. Porteous
Name: William D. Porteous
Title: General Partner and COO

SIGNATURE PAGE TO FOURTH AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

INVESTORS:

AP OPPORTUNITY FUND, LLC

By: Amplify GP Partners, LLC
Its Manager

By: /s/ Sunil Dhaliwal
Name: Sunil Dhaliwal
Title: Manager

AMPLIFY PARTNERS, L.P.

By: Amplify GP Partners, LLC
Its General Partner

By: /s/ Sunil Dhaliwal
Name: Sunil Dhaliwal
Title: Manager

NYCSEED, LLC

By: Polytechnic Institute of New York University
Its Member

By: /s/ Owen Davis
Name: Owen Davis
Title: Managing Director

/s/ Lawrence Berger
Lawrence Berger

/s/ Laurence Holt
Laurence Holt

/s/ Toby Berger
Toby Berger

/s/ Michael Callahan
Michael Callahan

/s/ Gerard Neumann
Gerard Neumann

/s/ Alexander F. Payne
Alexander F. Payne

/s/ Robert Pasker
Robert Pasker

LEAVITT-COVINGTON VENTURES, LLC

By: /s/ Stephen S. Leavitt
Name: Stephen S. Leavitt
Title:

/s/ Dennis Covington
Dennis Covington

SIGNATURE PAGE TO FOURTH AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

Schedule A

Exhibit A-1

Form Of Noncompetition, Nonsolicitation, Nondisclosure and Proprietary Rights Assignment Agreement

See attached.

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

Effective as of the first date of my employment, the following confirms an agreement between Datadog, Inc., a Delaware corporation (the "Company") and the individual identified on the signature page to this Agreement. This Agreement is a material part of the consideration for my employment by the Company. In exchange for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

t. **NO CONFLICTS.** 1 have not made and agree not to make any agreement, oral or written, that is in conflict with this Agreement or my employment with the Company. I will not violate any agreement with or the rights of any third party. When acting within the scope of my employment (or otherwise on behalf of the Company), I will not use or disclose my own or any third party's confidential information or intellectual property (collectively, "**Restricted Materials**"), except as expressly authorized by the Company in writing. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. INVENTIONS.

a. Definitions. "**Intellectual Property Rights**" means any and all patent rights, copyright rights, mask work rights, trade secret rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world (including any application therefor). "Invention" means any idea, concept, discovery, invention, development, technology, work of authorship, trade secret, software, firmware, tool, process, technique, know-how, data, plan, device, apparatus, specification, design, circuit, layout. mask work, algorithm, program, code, documentation or other material or information, tangible or intangible, whether or not it may be patented, copyrighted or otherwise protected (including all versions, modifications, enhancements and derivative works thereof).

b. Assignment. To the fullest extent under applicable law, the Company shall own all right, title and interest in and to all Inventions (including all Intellectual Property Rights therein or related thereto) that are made, conceived or reduced to practice, in whole or in part, by me during the term of my employment with the Company and which arise out of research or other activity conducted by, for or under the direction of the Company (whether or not conducted at the Company's facilities, during working hours or using Company assets), or which are useful with or relate directly or indirectly to any "Company Interest" (meaning any product, service, other Invention or Intellectual Property Right that is sold, leased, used or under consideration or development by the Company). I will promptly disclose and provide all of the foregoing Inventions (the "Assigned Inventions") to the Company. I hereby make and agree to make all assignments ***to*** the Company necessary to accomplish the foregoing ownership. Assigned Inventions shall not include any Invention (i) that I develop entirely on my own time, (ii) without use of any Company assets and (iii) which is not useful with and does not relate to any Company Interest.

c. **Assurances.** I will further assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company as my agent and attorney-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

d. Other Inventions. If I wish to clarify that something created by me prior to my employment that relates to the Company's actual or proposed business is not within the scope of this Agreement, I have listed it on Appendix A. If (i) I use or disclose any Restricted Materials when acting within the scope of my employment (or otherwise on behalf of the Company), or (ii) any Assigned Invention cannot be fully made, used, reproduced or otherwise exploited without using or violating any Restricted Materials, I hereby grant and agree to grant to the Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such Restricted Materials and Intellectual Property Rights therein. I will not use or disclose any Restricted Materials for which I am not fully authorized to grant the foregoing license.

e. Moral Rights. To the extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, *droit moral* or the like (collectively, "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company.

3. PROPRIETARY INFORMATION. I agree that all Assigned Inventions and all other financial, business, legal and technical information including, without limitation, the identity of and information relating to the Company's employees, Affiliates and Business Partners (as such terms are defined below), which I develop, learn or obtain during my employment or that are received by or for the Company in confidence, constitute "Proprietary Information". I will hold in strict confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. Proprietary Information will not include information that I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to the Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (a) my compensation records, (b) materials distributed to shareholders generally and (c) this Agreement. I also recognize and agree that l have no expectation of privacy with respect to the Company's networks, telecommunications systems or information processing systems (including, without limitation, stored computer files, electronic mail messages and voice messages), and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

4. RESTRICTED ACTIVITIES. For the purposes of this Section 4, the term Company includes the Company and ·all other persons or entities that control, are controlled by or are under common control with the Company ("Affiliates").

a. Definitions. "Any Capacity" includes, without limitation, to **(i)** be an owner, founder, shareholder, partner, member, advisor, director, consultant, contractor, agent, employee, affiliate or co-venturer, (ii) otherwise invest, engage or participate in, (iii) be compensated by or (iv) prepare to be or do any of the foregoing or assist any third party to do so; *provided*, Any Capacity will not include being a holder of less than one percent (1%) of the outstanding equity of a public company. "Business Partner" means any past, present or prospective customer, vendor, supplier, distributor or other business partner of the Company with which I have contact (or knowledge of) during my employment. ***Cause*** means to recruit, employ, retain or otherwise solicit, induce or influence (or to attempt to do so). ***Solicit*** means to (i) service, take orders from or solicit the business or patronage of any Business Partner for myself or any other person or entity, (ii) divert, entice or otherwise take away from the Company the business or patronage of any Business Partner, or to attempt to do so, or (iii) to solicit, induce or encourage any Business Partner to terminate or reduce its relationship with the Company.

b. Acknowledgments. I acknowledge and agree that (i) the Company's business is highly competitive, secrecy of the Proprietary Information is of the utmost importance to the Company and I will learn and use Proprietary Information in performing my work for the Company and **(ii)** my position may require me to establish goodwill with Business Partners and employees on behalf of the Company and such goodwill is extremely important to the Company's success.

c. As an Employee. During my employment with the Company, I will not directly or indirectly: (i) Cause any person to leave their employment with the Company (other than terminating subordinate employees in the course of my duties for the Company); (ii) Solicit any Business Partner; or (iii) act in Any Capacity in or with respect to any commercial activity which competes or is reasonably likely to compete with any business that the Company conducts, or demonstrably anticipates conducting, at any time during my employment (a "Competing Business").

d. After Termination. For the period of one year immediately following termination of my employment with the Company (for any or no reason, whether voluntary or involuntary), I will not directly or indirectly: (i) Cause any person to leave their employment with the Company; or (ii) Solicit any Business Partner or (iii) act in Any Capacity in or with respect to any Competing Business located within the state of New York, the rest of the United States, or anywhere else in the world.

e. Enforcement. I understand that the restrictions set forth in this Section 4 are intended to protect the Company's interest in its Proprietary Information and established relationships and goodwill with employees and Business Partners, and I agree that such restrictions are reasonable and appropriate for this purpose. If at any time

any of the provisions of this Section 4 are deemed invalid or unenforceable or are prohibited by the laws of the state or place where they are to be entered into, performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement. The Company and I agree that the provisions of this Section 4, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included.

5. EMPLOYMENT AT WILL. I agree that this Agreement is not an employment contract for any particular term. I have the right to resign and the Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. This Agreement does not purport to set forth all of the terms and conditions of my employment, and as an employee of the Company. I have obligations to the Company which are not described in this Agreement. However, the terms of this Agreement govern over any such terms that are inconsistent with this Agreement, and supersede the terms of any similar form that I may have previously signed. This Agreement can only be changed by a subsequent written agreement signed by the President of the Company (or authorized designee).

6. **SURVIVAL.** I agree that my obligations under Sections 2, 3 and 4 of this Agreement shall continue in effect after termination of my employment, regardless of the reason, and whether such termination is voluntary or involuntary, and that the Company is entitled to communicate my obligations under this Agreement to any of my potential or future employers. My obligations under Sections 2, 3 and 4 also shall be binding upon my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company, its Affiliates, successors and assigns. This Agreement may be freely assigned by the Company to any third party.

7. **GOVERNING LAW; REMEDIES.** Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the state of New York without regard to the conflict of laws provisions thereof. I acknowledge and agree that the consideration given for this Agreement is valid and sufficient. I further acknowledge and agree that the enforceability of this Agreement and the validity of its consideration shall not be affected by any change(s) in my working conditions, including but not limited to promotion, demotion, reduction in compensation, increase in compensation, change in compensation structure, change in title, change in location of employment, and change of Company name, structure or ownership. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable. I also understand that any breach or threatened breach of this Agreement will cause irreparable harm to the Company for which damages would not be a adequate remedy, and, therefore, the Company will be entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other remedies.

[Remainder of Page Intentionally Left Blank.)

Exhibit A-2

Form Of Nonsolicitation, Nondisclosure and
Proprietary Rights Assignment Agreement

See attached.

Exhibit B

Metric Schedule

See attached.

Generic information and Definition required by Index Ventures

Metric	Definition
Employees at end of quarter (eoq)	• Full time employee (FTE) equivalent • How many people are working in the business, both permanent and temporary (including part time)
Net Revenues	• Income that the business generates
Operating Costs	• Net Revenues – EBITDA
EBITDA	• Earnings before interests, tax, depreciation, amortization
Operating cash Burn / generation during the quarter	• Cash at hand current period – Cash at hand previous period +/- non operational cash outflow or inflow (financing, investing)
Cash at hand – eoq	• Net cash position: ○ Cash at bank ○ Plus short term assets (under 6 months) ○ Less short term debt (under 6 months)

Schedule to be filled by the company

	QX
FTE	
Net Revenues	
Operating Costs	
EBITDA	
Operating cash burn/generation	
Cash at hand	

DATADOG, INC.
2012 EQUITY INCENTIVE PLAN
(AS AMENDED THROUGH APRIL 12, 2019)

1. ESTABLISHMENT, PURPOSE AND TYPES OF AWARDS

Datadog, Inc., a Delaware corporation (the "*Company*"), hereby establishes the Datadog, Inc. 2012 Equity Incentive Plan (the "*Plan*"). The purpose of the Plan is to promote the long-term growth and profitability of the Company by (i) providing key people with incentives to improve stockholder value and to contribute to the growth and financial success of the Company through their future services, and (ii) enabling the Company to attract, retain and reward the best-available persons.

The Plan permits the granting of stock options (including incentive stock options qualifying under Code section 422 and nonstatutory stock options), stock appreciation rights, restricted or unrestricted stock awards, phantom stock, restricted stock units, performance awards, other stock-based awards, or any combination of the foregoing.

2. DEFINITIONS

Under this Plan, except where the context otherwise indicates, the following definitions apply:

(a) "*Administrator*" means the Board or the committee(s) or officer(s) appointed by the Board that have authority to administer the Plan as provided in Section 3 hereof.

(b) "*Affiliate*" means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, the Company (including, but not limited to, joint ventures, limited liability companies, and partnerships). For this purpose, "*control*" shall mean ownership of fifty percent (50%) or more of the total combined voting power or value of all classes of stock or interests of the entity, or the power to direct the management and policies of the entity, by contract or otherwise.

(c) "*Award*" means any stock option, stock appreciation right, stock award, phantom stock award, restricted stock unit award, performance award, or other stock-based award.

(d) "*Board*" means the Board of Directors of the Company.

(e) "*Change in Control*" means: (i) the acquisition (other than from the Company) by any Person, as defined in this Section 2(e), of the beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended) of fifty percent (50%) or more of (A) the outstanding shares of the securities of the Company, or (B) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the "*Company Voting Stock*"); (ii) the closing of a sale or other conveyance of all or substantially all of the assets of the Company; or (iii) the effective time of any merger, share exchange, consolidation, or other business combination involving the Company if immediately after such transaction persons who hold a majority of the outstanding voting securities entitled to vote generally in the election of directors of the surviving entity (or the entity owning one hundred percent (100%) of such surviving entity) are not persons who, immediately prior to such transaction, held the Company Voting Stock; provided, however, that for purposes of any Award or subplan that constitutes a "nonqualified deferred compensation plan," within the meaning of Code section 409A, the Administrator, in its discretion, may specify a different definition of Change in Control in order

to comply with the provisions of Code section 409A. For purposes of this Section 2(e), a "*Person*" means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, other than: employee benefit plans sponsored or maintained by the Company and by entities controlled by the Company or an underwriter of the Common Stock in a registered public offering.

(f) "*Code*" means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

(g) "*Common Stock*" means shares of common stock of the Company, par value of $0.00001 per share.

(h) "*Fair Market Value*" means, with respect to a share of the Company's Common Stock for any purpose on a particular date, the value determined by the Administrator in good faith. In making such determination, the Administrator may take into account any valuation factors it deems appropriate or advisable in its sole discretion, including without limitation, profitability, financial position, asset value or other factor(s) relating to the value of the Company, as well as discounts to account for minority interests and lack of marketability. However, if the Common Stock is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended, and listed for trading on a national exchange or market, "Fair Market Value" means, as applicable, (i) either the closing price or the average of the high and low sale price on the relevant date, as determined in the Administrator's discretion, quoted on the New York Stock Exchange, the American Stock Exchange, the Nasdaq Global Select Market, or the Nasdaq Global Market; (ii) the last sale price on the relevant date quoted on the Nasdaq Capital Market; (iii) the average of the high bid and low asked prices on the relevant date quoted on the Nasdaq OTC Bulletin Board Service or by the National Quotation Bureau, Inc. or a comparable service as determined in the Administrator's discretion; or (iv) if the Common Stock is not quoted by any of the above, the average of the closing bid and asked prices on the relevant date furnished by a professional market maker for the Common Stock, or by such other source, selected by the Administrator. If no public trading of the Common Stock occurs on the relevant date but the shares are so listed, then Fair Market Value shall be determined as of the last date before the relevant date on which trading of the Common Stock did occur. For all purposes under this Plan, the term "relevant date" as used in this Section 2(h) means either the date as of which Fair Market Value is to be determined or the next preceding date on which public trading of the Common Stock occurs, as determined in the Administrator's discretion.

(i) "*Grant Agreement*" means a written document, including an electronic writing acceptable to the Administrator, memorializing the terms and conditions of an Award granted pursuant to the Plan and which shall incorporate the terms of the Plan.

3. ADMINISTRATION

(a) *Administration of the Plan*. The Plan shall be administered by the Board or by such committee or committees as may be appointed by the Board from time to time. To the extent allowed by applicable state law, the Board by resolution may authorize an officer or officers to grant Awards (other than stock Awards) to other officers and employees of the Company and its Affiliates, and, to the extent of such authorization, such officer or officers shall be the Administrator.

(b) *Powers of the Administrator*. The Administrator shall have all the powers vested in it by the terms of the Plan, such powers to include authority, in its sole and absolute discretion, to grant Awards under the Plan, prescribe Grant Agreements evidencing such Awards and establish programs for granting Awards.

The Administrator shall have full power and authority to take all other actions necessary to carry out the purpose and intent of the Plan, including, but not limited to, the authority to: (i) determine the eligible persons to whom, and the time or times at which Awards shall be granted; (ii) determine the types of Awards to be granted; (iii) determine the number of shares to be covered by or used for reference purposes for each Award; (iv) impose such terms, limitations, restrictions and conditions upon any such Award as the Administrator shall deem appropriate; (v) modify, amend, extend or renew outstanding Awards, or accept the surrender of outstanding Awards and substitute new Awards (provided, however, that, except as provided in Section 6 or 7(d) of the Plan, any modification that would materially adversely affect any outstanding Award shall not be made without the consent of the holder); (vi) accelerate or otherwise change the time in which an Award may be exercised or becomes payable and to waive or accelerate the lapse, in whole or in part, of any restriction or condition with respect to such Award, including, but not limited to, any restriction or condition with respect to the vesting or exercisability of an Award following termination of any grantee's employment or other relationship with the Company; (vii) establish objectives and conditions, if any, for earning Awards and determining whether Awards will be paid with respect to a performance period; and (viii) for any purpose, including but not limited to, qualifying for preferred tax treatment under foreign tax laws or otherwise complying with the regulatory requirements of local or foreign jurisdictions, to establish, amend, modify, administer or terminate sub-plans, and prescribe, amend and rescind rules and regulations relating to such sub-plans.

The Administrator shall have full power and authority, in its sole and absolute discretion, to administer, construe and interpret the Plan, Grant Agreements and all other documents relevant to the Plan and Awards issued thereunder, to establish, amend, rescind and interpret such rules, regulations, agreements, guidelines and instruments for the administration of the Plan and for the conduct of its business as the Administrator deems necessary or advisable, and to correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent the Administrator shall deem it desirable to carry it into effect.

(c) *Non-Uniform Determinations*. The Administrator's determinations under the Plan (including without limitation, determinations of the persons to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the Grant Agreements evidencing such Awards) need not be uniform and may be made by the Administrator selectively among persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated.

(d) *Limited Liability*. To the maximum extent permitted by law, no member of the Administrator shall be liable for any action taken or decision made in good faith relating to the Plan or any Award thereunder.

(e) *Indemnification*. To the maximum extent permitted by law and by the Company's charter and bylaws, the members of the Administrator shall be indemnified by the Company in respect of all their activities under the Plan.

(f) *Effect of Administrator's Decision*. All actions taken and decisions and determinations made by the Administrator on all matters relating to the Plan pursuant to the powers vested in it hereunder shall be in the Administrator's sole and absolute discretion and shall be conclusive and binding on all parties concerned, including the Company, its stockholders, any participants in the Plan and any other employee, consultant, or director of the Company, and their respective successors in interest.

4. SHARES AVAILABLE FOR THE PLAN

Subject to adjustments as provided in Section 7(d) of the Plan, the shares of Common Stock that may be issued with respect to Awards granted under the Plan shall not exceed an aggregate of 24,280,716 shares of Common Stock. The Company shall reserve such number of shares for Awards under the Plan, subject to adjustments as provided in Section 7(d) of the Plan. If any Award, or portion of an Award, under the Plan expires or terminates unexercised, becomes unexercisable, is settled in cash without delivery of shares of Common Stock, or is forfeited or otherwise terminated, surrendered or canceled as to any shares, or if any shares of Common Stock are repurchased by or surrendered to the Company in connection with any Award (whether or not such surrendered shares were acquired pursuant to any Award), or if any shares are withheld by the Company, the shares subject to such Award and the repurchased, surrendered and withheld shares shall thereafter be available for further Awards under the Plan; provided, however, that any such shares that are surrendered to or repurchased or withheld by the Company in connection with any Award or that are otherwise forfeited after issuance shall not be available for purchase pursuant to incentive stock options intended to qualify under Code section 422.

5. PARTICIPATION

Participation in the Plan shall be open to all employees, officers, and directors of, and other individuals providing bona fide services to or for, the Company, or of any Affiliate of the Company, as may be selected by the Administrator from time to time. The Administrator may also grant Awards to individuals in connection with hiring, retention or otherwise, prior to the date the individual first performs services for the Company or an Affiliate, provided that such Awards shall not become vested or exercisable, and no shares shall be issued to such individual, prior to the date the individual first commences performance of such services.

6. AWARDS

The Administrator, in its sole discretion, establishes the terms of all Awards granted under the Plan. Awards may be granted individually or in tandem with other types of Awards, concurrently with or with respect to outstanding Awards. All Awards are subject to the terms and conditions provided in the Grant Agreement.

(a) *Stock Options*. The Administrator may from time to time grant to eligible participants Awards of incentive stock options as that term is defined in Code section 422 or nonstatutory stock options; provided, however, that Awards of incentive stock options shall be limited to employees of the Company or of any current or hereafter existing "parent corporation" or "subsidiary corporation," as defined in Code sections 424(e) and (f), respectively, of the Company and any other individuals who are eligible to receive incentive stock options under the provisions of Code section 422. Options intended to qualify as incentive stock options under Code section 422 must have an exercise price at least equal to Fair Market Value as of the date of grant, but nonstatutory stock options may be granted with an exercise price less than Fair Market Value. No stock option shall be an incentive stock option unless so designated by the Administrator at the time of grant or in the Grant Agreement evidencing such stock option.

(b) *Stock Appreciation Rights*. The Administrator may from time to time grant to eligible participants Awards of Stock Appreciation Rights ("*SAR*"). A SAR entitles the grantee to receive, subject to the provisions of the Plan and the Grant Agreement, a payment having an aggregate value equal to the product of (i) the excess of (A) the Fair Market Value on the exercise date of one share of Common Stock over (B) the base price per share specified in the Grant Agreement, times (ii) the number of shares specified by the SAR, or portion thereof, which is exercised. The base price per share specified in the Grant Agreement shall not be less than the lower of the Fair Market Value on the grant date or the exercise price of any tandem stock option Award to which the SAR is related. No SAR shall have a term longer than ten (10) years' duration. Payment by the Company of the amount receivable upon any exercise of a SAR may be made by the delivery of Common Stock or cash, or any combination of Common Stock and cash, as determined in the sole discretion of the Administrator. If upon settlement of the exercise of a SAR a grantee is to receive a portion of such payment in shares of Common Stock, the number of shares shall be determined by dividing such portion by the Fair Market Value of a share of Common Stock on the exercise date. No fractional shares shall be used for such payment and the Administrator shall determine whether cash shall be given in lieu of such fractional shares or whether such fractional shares shall be eliminated.

(c) *Stock Awards*. The Administrator may from time to time grant restricted or unrestricted stock Awards to eligible participants in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by law, as it shall determine. A stock Award may be paid in Common Stock, in cash, or in a combination of Common Stock and cash, as determined in the sole discretion of the Administrator.

(d) *Phantom Stock*. The Administrator may from time to time grant Awards to eligible participants denominated in stock-equivalent units or restricted stock units ("*phantom stock units*") in such amounts and on such terms and conditions as it shall determine. Phantom stock units granted to a participant shall be credited to a bookkeeping reserve account solely for accounting purposes and shall not require a segregation of any of the Company's assets. An Award of phantom stock units may be settled in Common Stock, in cash, or in a combination of Common Stock and cash, as determined in the sole discretion of the Administrator and set forth in the applicable Grant Agreement. Except as otherwise provided in the applicable Grant Agreement, the grantee shall not have the rights of a stockholder with respect to any shares of Common Stock represented by a phantom stock unit solely as a result of the grant of a phantom stock unit to the grantee.

(e) *Performance Awards*. The Administrator may, in its discretion, grant performance awards which become payable on account of attainment of one or more performance goals established by the Administrator. Performance awards may be paid by the delivery of Common Stock or cash, or any combination of Common Stock and cash, as determined in the sole discretion of the Administrator. Performance goals established by the Administrator may be based on the Company's or an Affiliate's operating income or one or more other business criteria selected by the Administrator that apply to an individual or group of individuals, a business unit, or the Company or an Affiliate as a whole, over such performance period as the Administrator may designate.

(f) *Other Stock-Based Awards*. The Administrator may from time to time grant other stock-based awards to eligible participants in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by law, as it shall determine. Other stock-based awards may be denominated in cash, in Common Stock or other securities, in stock-equivalent units, in stock appreciation units, in securities or debentures convertible into Common Stock, or in any combination of the foregoing and may be paid in Common Stock or other securities, in cash, or in a combination of Common Stock or other securities and cash, all as determined in the sole discretion of the Administrator.

7. MISCELLANEOUS

(a) *Withholding of Taxes*. Grantees and holders of Awards shall pay to the Company or its Affiliate, or make provision satisfactory to the Administrator for payment of, any taxes required to be withheld in respect of Awards under the Plan no later than the date of the event creating the tax liability. The Company or its Affiliate may, to the extent permitted by law, deduct any such tax obligations from any payment of any kind otherwise due to the grantee or holder of an Award. In the event that payment to the Company or its Affiliate of such tax obligations is made in shares of Common Stock, such shares shall be valued at Fair Market Value on the applicable date for such purposes and shall not exceed in amount the minimum statutory tax withholding obligation.

(b) *Loans*. To the extent otherwise permitted by law, the Company or an Affiliate may make or guarantee loans to grantees to assist grantees in exercising Awards and satisfying any withholding tax obligations.

(c) *Transferability*. Except as otherwise determined by the Administrator, and in any event in the case of an incentive stock option or a stock appreciation right granted with respect to an incentive stock option, no Award granted under the Plan shall be transferable by a grantee otherwise than by will or the laws of descent and distribution. Unless otherwise determined by the Administrator in accord with the provisions of the immediately preceding sentence, an Award may be exercised during the lifetime of the grantee, only by the grantee or, during the period the grantee is under a legal disability, by the grantee's guardian or legal representative.

(d) *Adjustments for Corporate Transactions and Other Events.*

(i) Stock Dividend, Stock Split and Reverse Stock Split. In the event of a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, (A) the maximum number of shares of such Common Stock as to which Awards may be granted under this Plan, as provided in Section 4 of the Plan, and (B) the number of shares covered by and the exercise price and other terms of outstanding Awards, shall, without further action of the Board, be adjusted to reflect such event. The Administrator may make adjustments, in its discretion, to address the treatment of fractional shares and fractional cents that arise with respect to outstanding Awards as a result of the stock dividend, stock split or reverse stock split.

(ii) Change in Control Transactions. In the event of any transaction resulting in a Change in Control of the Company, outstanding stock options and other Awards that are payable in or convertible into Common Stock under this Plan will terminate upon the effective time of such Change in Control unless provision is made in connection with the transaction for the continuation or assumption of such Awards by, or for the substitution of the equivalent awards, as determined in the sole discretion of the Administrator, of, the surviving or successor entity or a parent thereof. In the event of such termination, (A) the outstanding stock options and other Awards that will terminate upon the effective time of the Change in Control shall become fully vested immediately before the effective time of the Change in Control, and (B) the holders of stock options and other Awards under the Plan will be permitted, immediately before the Change in Control, to exercise or convert all portions of such stock options or other Awards under the Plan that are then exercisable or convertible or which

become exercisable or convertible upon or prior to the effective time of the Change in Control. If, immediately before the Change in Control, no stock of the Company is readily tradeable on an established securities market or otherwise, and the vesting of an Award or Awards pursuant to this Section 7(d)(iii) would be treated as a "parachute payment" (as defined in section 280G of the Code), then such Award or Awards shall not vest unless the requirements of the stockholder approval exemption of section 280G(b)(5) of the Code have been satisfied with respect to such Award or Awards.

(iii) Change in Control Transactions. The following provisions will apply to Awards in the event of a Change in Control unless otherwise provided in the instrument evidencing the Award or any other written agreement between the Company or any Affiliate and the participant or unless otherwise expressly provided by the Board at the time of grant of an Award. In the event of a Change in Control, then, notwithstanding any other provision of the Plan, the Board may take one or more of the following actions with respect to Awards, contingent upon the closing or completion of the Change in Control:

(1) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) to assume or continue the Award or to substitute a similar Award for the Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Change in Control);

(2) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to the Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company);

(3) accelerate the vesting, in whole or in part, of the Award (and, if applicable, the time at which the Award may be exercised) to a date prior to the effective time of such Change in Control as the Board determines (or, if the Board does not determine such a date, to the date that is five (5) days prior to the effective date of the Change in Control), with such Award terminating if not exercised (if applicable) at or prior to the effective time of the Change in Control; provided, however, that the Board may require participants to complete and deliver to the Company a notice of exercise before the effective date of a Change in Control, which exercise is contingent upon the effectiveness of such Change in Control;

(4) arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by the Company with respect to the Award;

(5) cancel or arrange for the cancellation of the Award, to the extent not vested or not exercised prior to the effective time of the Change in Control, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate; and

(6) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the value of the property the participant would have received upon the exercise of the Award immediately prior to the effective time of the Change in Control, over (B) any exercise price payable by such holder in connection with such exercise. For clarity, this payment may be zero ($0) if the value of the property is equal to or less than the exercise price. Payments under this provision may be delayed to the same extent that payment of consideration to the holders of the Company's Common Stock in connection with the Change in Control is delayed as a result of escrows, earn outs, holdbacks or any other contingencies.

The Board need not take the same action or actions with respect to all Awards or portions thereof or with respect to all participants. The Board may take different actions with respect to the vested and unvested portions of a Award.

(iv) Unusual or Nonrecurring Events. The Administrator is authorized to make, in its discretion and without the consent of holders of Awards, adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events affecting the Company, or the financial statements of the Company or any Affiliate, or of changes in applicable laws, regulations, or accounting principles, whenever the Administrator determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(e) *Substitution of Awards in Mergers and Acquisitions*. Awards may be granted under the Plan from time to time in substitution for awards held by employees, officers, consultants, or directors of entities who become or are about to become employees, officers, consultants, or directors of the Company or an Affiliate as the result of a merger or consolidation of the employing entity with the Company or an Affiliate, or the acquisition by the Company or an Affiliate of the assets or stock of the employing entity. The terms and conditions of any substitute Awards so granted may vary from the terms and conditions set forth herein to the extent that the Administrator deems appropriate at the time of grant to conform the substitute Awards to the provisions of the awards for which they are substituted.

(f) *Other Agreements*. As a condition precedent to the grant of any Award under the Plan, the exercise pursuant to such an Award, or to the delivery of certificates for shares issued pursuant to any Award, the Administrator may require the grantee or the grantee's successor or permitted transferee, as the case may be, to become a party to a stock restriction agreement, stockholders' agreement, voting trust agreement or other agreements regarding the Common Stock of the Company in such form(s) as the Administrator may determine from time to time.

(g) *Termination, Amendment and Modification of the Plan*. The Board may terminate, amend or modify the Plan or any portion thereof at any time. Except as otherwise determined by the Board, termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

(h) *Non-Guarantee of Employment or Service*. Nothing in the Plan or in any Grant Agreement thereunder shall confer any right on an individual to continue in the service of the Company or shall interfere in any way with the right of the Company to terminate such service at any time with or without cause or notice and whether or not such termination results in (i) the failure of any Award to vest; (ii) the forfeiture of any unvested or vested portion of any Award; and/or (iii) any other adverse effect on the individual's interests under the Plan.

(i) *Compliance with Securities Laws; Listing and Registration*. If at any time the Administrator determines that the delivery of Common Stock under the Plan is or may be unlawful under the laws of any applicable jurisdiction, or Federal, state or foreign securities laws, the right to exercise an Award or receive shares of Common Stock pursuant to an Award shall be suspended until the Administrator determines that such delivery is lawful. The Company shall have no obligation to effect any registration or qualification of the Common Stock under Federal, state or foreign laws.

The Company may require that a grantee, as a condition to exercise of an Award, and as a condition to the delivery of any share certificate, make such written representations (including representations to the effect that such person will not dispose of the Common Stock so acquired in violation of Federal, state or foreign securities laws) and furnish such information as may, in the opinion of counsel for the Company, be appropriate to permit the Company to issue the Common Stock in compliance with applicable Federal, state or foreign securities laws. The stock certificates for any shares of Common Stock issued pursuant to this Plan may bear a legend restricting transferability of the shares of Common Stock unless such shares are registered or an exemption from registration is available under the Securities Act of 1933, as amended, and applicable state or foreign securities laws.

(j) *No Trust or Fund Created*. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a grantee or any other person. To the extent that any grantee or other person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(k) *Governing Law*. The validity, construction and effect of the Plan, of Grant Agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Administrator relating to the Plan or such Grant Agreements, and the rights of any and all persons having or claiming to have any interest therein or thereunder, shall be determined exclusively in accordance with applicable federal laws and the laws of the State of Delaware, without regard to its conflict of laws principles.

(l) *409A Savings Clause*. The Plan and all Awards granted hereunder are intended to comply with, or otherwise be exempt from, Code section 409A. The Plan and all Awards granted under the Plan shall be administered, interpreted, and construed in a manner consistent with Code section 409A to the extent necessary to avoid the imposition of additional taxes under Code section 409A(a)(1)(B). Should any provision of the Plan, any Award Agreement, or any other agreement or arrangement contemplated by the Plan be found not to comply with, or otherwise be exempt from, the provisions of Code section 409A, such provision shall be modified and given effect (retroactively if necessary), in the sole discretion of the Administrator, and without the consent of the holder of the Award, in such manner as the Administrator determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Code section 409A. Notwithstanding anything in the Plan to the contrary, in no event shall the Administrator exercise its discretion to accelerate the payment or settlement of an Award where such payment or settlement constitutes deferred compensation within the meaning of Code section 409A unless, and solely to the extent, that such accelerated payment or settlement is permissible under Treasury Regulation section 1.409A-3(j)(4) or any successor provision.

(m) *Effective Date; Termination Date*. The Plan is effective as of the date on which the Plan is adopted by the Board, subject to approval of the stockholders within twelve (12) months before or after such date. No Award shall be granted under the Plan after the close of business on the day immediately preceding the tenth (10th) anniversary of the effective date of the Plan, or if earlier, the tenth (10th) anniversary of the date this Plan is approved by the stockholders. Subject to other applicable provisions of the Plan, all Awards made under the Plan prior to such termination of the Plan shall remain in effect until such Awards have been satisfied or terminated in accordance with the Plan and the terms of such Awards.

APPENDIX A
PROVISIONS FOR CALIFORNIA RESIDENTS

With respect to Awards granted to California residents prior to a public offering of capital stock of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933, as amended, and only to the extent required by applicable law, the following provisions shall apply notwithstanding anything in the Plan or a Grant Agreement to the contrary:

1. With respect to any Award granted in the form of a stock option pursuant to Section 6(a) of the Plan:

(a) The exercise period shall be no more than one hundred twenty (120) months from the date the option is granted.

(b) The options shall be non-transferable other than by will, by the laws of descent and distribution, or, if and to the extent permitted under the Grant Agreement, to a revocable trust or as permitted by Rule 701 of the Securities Act of 1933, as amended (17 C.F.R. 230.701).

(c) Unless employment is terminated for "cause" as defined by applicable law, the terms of the Plan or Grant Agreement, or a contract of employment, the right to exercise the option in the event of termination of employment, to the extent that the Award recipient is entitled to exercise on the date employment terminates, will continue until the earlier of the option expiration date, or:

(1) At least six (6) months from the date of termination if termination was caused by death or disability.

(2) At least thirty (30) days from the date of termination if termination was caused by other than death or disability.

2. With respect to an Award, granted pursuant to Section 6(c) of the Plan, that provides the Award recipient the right to purchase stock, the Award shall be non-transferable other than by will, by the laws of descent and distribution, or, if and to the extent permitted under the Grant Agreement, to a revocable trust or as permitted by Rule 701 of the Securities Act of 1933, as amended (17 C.F.R. 230.701).

3. The Plan shall have a termination date of not more than ten (10) years from the date the Plan is adopted by the Board or the date the Plan is approved by the security holders, whichever is earlier.

4. Security holders representing a majority of the Company's outstanding securities entitled to vote must approve the Plan by the later of (a) twelve (12) months after the date the Plan is adopted or (b) twelve (12) months after the granting of any Award to a resident of California. Any option exercised or any securities purchased before security holder approval is obtained must be rescinded if security holder approval is not obtained within the period described in the preceding sentence. Such securities shall not be counted in determining whether such approval is obtained.

5. At the discretion of the Administrator, the Company may reserve to itself and/or its assignee(s) in the Grant Agreement or any applicable stock restriction agreement a right to repurchase securities held by an Award recipient upon such Award recipient's termination of employment at any time within six (6) months after such Award recipient's termination date (or in the case of securities issued upon exercise of an option after the termination date, within six (6) months after the date of such exercise) for cash or cancellation of purchase money indebtedness, at:

(a) no less than the Fair Market Value of such securities as of the date of the Award recipient's termination of employment, provided, that such right to repurchase securities terminates when the Company's securities have become publicly traded; or

(b) the Award recipient's original purchase price, provided, that such right to repurchase securities at the original purchase price lapses at the rate of at least twenty (20%) of the securities per year over five (5) years from the date the option is granted (without respect to the date the option was exercised or became exercisable).

The securities held by an officer, director, manager or consultant of the Company or an affiliate may be subject to additional or greater restrictions.

6. The Company will provide financial statements to each Award recipient annually during the period such individual has Awards outstanding, or as otherwise required under Section 260.140.46 of Title 10 of the California Code of Regulations. Notwithstanding the foregoing, the Company will not be required to provide such financial statements to Award recipients when the Plan complies with all conditions of Rule 701 of the Securities Act of 1933, as amended (17 C.F.R. 230.701); provided, that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701.

7. The Plan is intended to comply with Section 25102(o) of the California Corporations Code. Any provision of this Plan which is inconsistent with Section 25102(o), including without limitation any provision of this Plan that is more restrictive than would be permitted by Section 25102(o) as amended from time to time, shall, without further act or amendment by the Board, be reformed to comply with the provisions of Section 25102(o). If at any time the Administrator determines that the delivery of Common Stock under the Plan is or may be unlawful under the laws of any applicable jurisdiction, or federal or state securities laws, the right to exercise an Award or receive shares of Common Stock pursuant to an Award shall be suspended until the Administrator determines that such delivery is lawful. The Company shall have no obligation to effect any registration or qualification of the Common Stock under federal or state laws.

NOT FOR USE WITH CA RESIDENTS

DATADOG, INC.
INCENTIVE STOCK OPTION NOTICE

This Incentive Stock Option Notice (this "***Notice***") evidences the award of stock options (each, an "***Option***" or collectively, the "***Options***") that have been granted to you, [NAME], subject to and conditioned upon your agreement to the terms of the attached Incentive Stock Option Grant Agreement (the "***Grant Agreement***"). The Options entitle you to purchase shares of common stock, par value $0.00001 per share ("***Common Stock***"), of Datadog, Inc., a Delaware corporation (the "***Company***"), under the Datadog, Inc. 2012 Equity Incentive Plan (the "***Plan***"). The number of shares you may purchase and the exercise price at which you may purchase them are specified below. This Notice constitutes part of and is subject to the terms and provisions of the Grant Agreement and the Plan, which are incorporated by reference herein. ***You must return an executed copy of this Notice to the Company within 30 days of the date hereof. If you fail to do so, the Options may be rendered null and void in the Company's discretion.***

Grant Date: [GRANT DATE]

Vesting Base Date: [VESTING BASE DATE]

Number of Options: [NUMBER] Options, each permitting the purchase of one Share

Exercise Price: [PRICE] per share

Expiration Date: The Options expire at 5:00 p.m. Eastern Time on the ten-year anniversary of the Grant Date (the "***Expiration Date***"), unless fully exercised or terminated earlier.

Exercisability Schedule: Subject to the terms and conditions described in the Agreement, the Options become exercisable in accordance with the schedule below:

(a) [_____]% of the Options become exercisable on the first anniversary of the Vesting Base Date (the "***Initial Vesting Date***"), and

(b) [_____]% of the Options become exercisable on the date [____] after the Initial Vesting Date and on such date every [_____] thereafter, through the [_____] anniversary of the Vesting Base Date.

The extent to which the Options are exercisable as of a particular date is rounded down to the nearest whole share. However, exercisability is rounded up to 100% on the [_____] anniversary of the Vesting Base Date.

DATADOG, INC.

By: _____
Name:
Title:

I acknowledge that I have carefully read the attached Agreement and the Plan and agree to be bound by all of the provisions set forth in these documents.

Enclosures: **Incentive Stock Option Grant Agreement**
Datadog, Inc. 2012 Equity Incentive Plan
Stock Restriction Agreement
Exercise Form

OPTIONEE

_____

Date: _____

INCENTIVE STOCK OPTION GRANT AGREEMENT
UNDER THE
DATADOG, INC. 2012 EQUITY INCENTIVE PLAN

1. Terminology. Capitalized terms used in this Agreement are defined in the correlating Stock Option Notice and/or the Glossary at the end of the Agreement.

2. Exercise of Options.

(a) Exercisability. The Options will become exercisable in accordance with the Exercisability Schedule set forth in the Stock Option Notice, so long as you are in the Service of the Company from the Grant Date through the applicable exercisability dates. None of the Options will become exercisable after your Service with the Company ceases, unless the Stock Option Notice provides otherwise with respect to exercisability that arises as a result of your cessation of Service.

(b) Right to Exercise. You may exercise the Options, to the extent exercisable, at any time on or before 5:00 p.m. Eastern Time on the Expiration Date or the earlier termination of the Options, unless otherwise provided under applicable law. Notwithstanding the foregoing, if at any time the Administrator determines that the delivery of Shares under the Plan or this Agreement is or may be unlawful under the laws of any applicable jurisdiction, or Federal, state or foreign securities laws, the right to exercise the Options or receive Shares pursuant to the Options shall be suspended until the Administrator determines that such delivery is lawful. If at any time the Administrator determines that the delivery of Shares under the Plan or this Agreement is or may violate the rules of the national securities exchange on which the shares are then listed for trade, the right to exercise the Options or receive Shares pursuant to the Options shall be suspended until the Administrator determines that such exercise or delivery would not violate such rules. Section 3 below describes certain limitations on exercise of the Options that apply in the event of your death, Total and Permanent Disability, or termination of Service. The Options may be exercised only in multiples of whole Shares and may not be exercised at any one time as to fewer than one hundred Shares (or such lesser number of Shares as to which the Options are then exercisable). No fractional Shares will be issued under the Options.

(c) Exercise Procedure. In order to exercise the Options, you must provide the following items to the Secretary of the Company or his or her delegate before the expiration or termination of the Options:

(i) notice, in such manner and form as the Administrator may require from time to time, specifying the number of Shares to be purchased under the Options;

(ii) full payment of the Exercise Price for the Shares or properly executed, irrevocable instructions, in such manner and form as the Administrator may require from time to time, to effectuate a broker-assisted cashless exercise, each in accordance with Section 2(d) of this Agreement; and

(iii) an executed copy of any other agreements requested by the Administrator pursuant to Section 2(e) of this Agreement.

An exercise will not be effective until the Secretary of the Company or his or her delegate receives all of the foregoing items, and such exercise otherwise is permitted under and complies with all applicable Federal, state and foreign securities laws. Notwithstanding the foregoing, if the Administrator permits payment by means of delivering properly executed, irrevocable instructions, in such manner and form as the Administrator may require from time to time, to effectuate a broker-assisted cashless exercise and such instructions provide for sale of Shares under a limit order rather than at the market, the exercise will not be effective until the earlier of the date the Company receives delivery of cash or cash equivalents in full payment of the Exercise Price or the date the Company receives confirmation from the brokerage firm that the sale instruction has been fulfilled, and the exercise will not be effective unless the earlier of such dates occurs on or before termination of the Options.

(d) Method of Payment. You may pay the aggregate Exercise Price by:

(i) delivery of cash, certified or cashier's check, money order or other cash equivalent acceptable to the Administrator in its discretion;

(ii) a broker-assisted cashless exercise in accordance with Regulation T of the Board of Governors of the Federal Reserve System through a brokerage firm designated or approved by the Administrator;

(iii) subject to such limits as the Administrator may impose from time to time, tender (via actual delivery or attestation) to the Company of other shares of Common Stock of the Company which have a Fair Market Value on the date of tender equal to the Exercise Price;

(iv) any other method approved by the Administrator; or

(v) any combination of the foregoing.

(e) Agreement to Execute Other Agreements. You agree to execute, as a condition precedent to the exercise of the Options and at any time thereafter as may reasonably be requested by the Administrator, a Stock Restriction Agreement substantially in the form, and containing the terms and provisions, of the Stock Restriction Agreement attached hereto as Exhibit A, with respect to any shares you acquire pursuant to this Agreement; provided, however, that execution of the Stock Restriction Agreement will not be required upon any exercise that occurs after the closing of the first public offering of capital stock of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933 or, if later, the expiration of any market stand-off agreement that applies to other stockholders of the Company respecting such public offering of capital stock.

(f) Issuance of Shares upon Exercise. The Company shall issue to you the Shares underlying the Options you exercise as soon as practicable after the exercise date, subject to the Company's receipt of the aggregate Exercise Price and the requisite withholding taxes, if any. Upon issuance of such Shares, the Company may deliver, subject to the provisions of Section 7 below, such Shares on your behalf electronically to the Company's designated stock plan administrator or such other broker-dealer as the Company may choose at its sole discretion, within reason, or may retain such Shares in uncertificated book-entry form. Any share certificates delivered will, unless the Shares are registered or an exemption from registration is available under applicable Federal and state law, bear a legend restricting transferability of such Shares and referencing any applicable Stock Restriction Agreement.

3. Termination of Service.

(a) Termination of Unexercisable Options. If your Service with the Company ceases for any reason, the Options that are then unexercisable will terminate immediately upon such cessation.

(b) Exercise Period Following Termination of Service. If your Service with the Company ceases for any reason other than discharge for Cause, the Options that are then exercisable, will terminate upon the earliest of:

(i) the expiration of 90 days following such cessation, if your Service ceases on account of (1) your termination by the Company other than a discharge for Cause, or (2) your voluntary termination other than for Total and Permanent Disability or death;

(ii) the expiration of 12 months following such cessation, if your Service ceases on account of your Total and Permanent Disability or death;

(iii) the expiration of 12 months following your death, if your death occurs during the periods described in clauses (i) or (ii) of this Section 3(b), as applicable; or

(iv) the Expiration Date.

In the event of your death, the exercisable Options may be exercised by your executor, personal representative, or the person(s) to whom the Options are transferred by will or the laws of descent and distribution.

(c) Misconduct. The Options will terminate in their entirety, regardless of whether the Options are then exercisable, immediately upon your discharge from Service for Cause, or upon your commission of any of the following acts during the exercise period following your termination of Service: (i) fraud on or misappropriation of any funds or property of the Company, or (ii) your breach of any provision of any employment, non-disclosure, non-competition, non-solicitation, assignment of inventions, or other similar agreement executed by you for the benefit of the Company, as determined by the Administrator, which determination will be conclusive.

(d) Changes in Status. If you cease to be a "common law employee" of the Company but you continue to provide bona fide services to the Company following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of Service shall not be deemed to have occurred for purposes of this Section 3 upon such change in capacity. Notwithstanding the foregoing, the Options shall not be treated as incentive stock options within the meaning of Code section 422 with respect to any exercise that occurs more than three months after such cessation of the common law employee relationship (except as otherwise permitted under Code section 421 or 422). In the event that your Service is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part or an Affiliate of the Company, your Service will be deemed to have terminated for purposes of this Section 3 upon such cessation if your Service does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

4. Market Stand-Off Agreement. You agree that following the effective date of a registration statement of the Company filed under the Securities Act of 1933, you, for the duration specified by and to the extent requested by the Company and an underwriter of Common Stock or other securities of the Company, shall not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such securities, whether any such aforementioned transaction is to be settled by delivery of such securities or other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, in each case during the seven days prior to and the 180 days after the effectiveness of any underwritten offering of the Company's equity securities (or such longer or shorter period as may be requested in writing by the managing underwriter and agreed to in writing by the Company) (the "***Market Stand-Off Period***"), except as part of such underwritten registration if otherwise permitted. In addition, you agree to execute any further letters, agreements and/or other documents requested by the Company or its underwriters that are consistent with the terms of this Section 4. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Stand-Off Period.

5. Nontransferability of Options. These Options and, before exercise, the underlying Shares are nontransferable otherwise than by will or the laws of descent and distribution and, during your lifetime, the Options may be exercised only by you or, during the period you are under a legal disability, by your guardian or legal representative. Except as provided above, the Options and, before exercise, the underlying Shares may not be assigned, transferred, pledged, hypothecated, subjected to any "put equivalent position," "call equivalent position" (as each preceding term is defined by Rule 16(a)-1 under the Securities Exchange Act of 1934), or short position, or disposed of in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process.

6. Qualified Nature of the Options.

(a) General Status. The Options are intended to qualify as incentive stock options within the meaning of Code section 422 ("***Incentive Stock Options***"), to the fullest extent permitted by Code section 422, and this Agreement shall be so construed. The Company, however, does not warrant any particular tax consequences of the Options. Code section 422 provides limitations, not set forth in this Agreement, respecting the treatment of the Options as Incentive Stock Options. You should consult with your personal tax advisors in this regard.

(b) Code Section 422(d) Limitation. Pursuant to Code section 422(d), the aggregate fair market value (determined as of the Grant Date) of shares of Common Stock with respect to which all Incentive Stock Options first become exercisable by you in any calendar year under the Plan or any other plan of the Company (and its parent and subsidiary corporations, within the meaning of Code section 424(e) and (f), as may exist from time to time) may not exceed $100,000 or such other amount as may be permitted from time to time under Code section 422. To the extent that such aggregate fair market value exceeds $100,000 or other applicable amount in any calendar year, such stock options will be treated as nonstatutory stock options with respect to the amount of aggregate fair market value thereof that exceeds the Code section 422(d) limit. For this purpose, the Incentive Stock Options will be taken into account in the order in which they were granted. In such case, the Company may designate the shares of Common Stock that are to be treated as stock acquired pursuant to the exercise of Incentive Stock Options and the shares of Common Stock that are to be treated as stock acquired pursuant to nonstatutory stock options by issuing separate certificates for such shares and identifying the certificates as such in the stock transfer records of the Company.

(c) Significant Stockholders. Notwithstanding anything in this Agreement or the Stock Option Notice to the contrary, if you own, directly or indirectly through attribution, stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any of its subsidiaries (within the meaning of Code section 424(f)) on the Grant Date, then the Exercise Price is the greater of (i) the Exercise Price stated on the Stock Option Notice or (ii) 110% of the Fair Market Value of the Common Stock on the Grant Date, and the Expiration Date is the last business day prior to the fifth (5th) anniversary of the Grant Date.

(d) Disqualifying Dispositions. If you make a disposition (as that term is defined in Code section 424(c)) of any Shares acquired pursuant to the Options within two years of the Grant Date or within one year after the Shares are transferred to you, you must notify the Company of such disposition in writing within 30 days of the disposition. The Administrator may, in its discretion, take reasonable steps to ensure notification of such dispositions, including but not limited to requiring that Shares acquired under the Options be held in an account with a Company-designated broker-dealer until they are sold.

7. Withholding of Taxes.

(a) At the time the Options are exercised, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll or any other payment of any kind due to you and otherwise agree to make adequate provision for foreign, federal, state and local taxes required by law to be withheld, if any, which arise in connection with the Options (including upon a disqualifying disposition within the meaning of Code section 421(b)). The Company may require you to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Options or issuance of share certificates representing Shares.

(b) The Administrator may, in its sole discretion, permit you to satisfy, in whole or in part, any withholding tax obligation which may arise in connection with the Options either by electing to have the Company withhold from the Shares to be issued upon exercise that number of Shares, or by electing to deliver to the Company already-owned shares, in either case having a Fair Market Value not in excess of the amount necessary to satisfy the statutory minimum withholding amount due.

8. Adjustments. The Administrator may make various adjustments to your Options, including adjustments to the number and type of securities subject to the Options and the Exercise Price, in accordance with the terms of the Plan. In the event of any transaction resulting in a Change in Control (as defined in the Plan) of the Company, the outstanding Options will terminate in accordance with the terms of Section 7(d)(iii) of the Plan.

9. Purchase Right of the Company. At any time and for any reason, the Company may purchase the Options, in whole or in part, from you. The Administrator shall provide you with written notice of the Company's intention to exercise this purchase right, specifying the number of Options to which the purchase right shall be applied. The purchase price per Option shall be the difference between (a) the Exercise Price per Share and (b) the Fair Market Value per Share, determined as of the date immediately preceding the date settlement occurs. Settlement of the purchase will be made within thirty days after delivery of such written notice. In the discretion of the Administrator, payment of the purchase price will be made via cash, a promissory note, or a combination of the two. Any such promissory note will provide for substantially equal installments, payable at least annually, over a period not to exceed five years and shall accrue interest at the applicable Federal mid-term rate in effect under Code section 1274(d) as of the settlement date, compounded semi-annually. The Options will be automatically terminated, and of no further force and effect, as of the settlement date with respect to the number of Options so purchased.

10. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement will alter your at-will or other employment status or other service relationship with the Company, nor be construed as a contract of employment or service relationship between you and the Company, or as a contractual right for you to continue in the employ of, or in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to discharge you at any time with or without Cause or notice and whether or not such discharge results in the failure of any of the Options to become exercisable or any other adverse effect on your interests under the Plan.

11. No Rights as a Stockholder. You shall not have any of the rights of a stockholder with respect to the Shares until such Shares have been issued to you upon the due exercise of the Options. No adjustment will be made for dividends or distributions or other rights for which the record date is prior to the date such Shares are issued.

12. The Company's Rights. The existence of the Options shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

13. Entire Agreement. This Agreement, together with the correlating Stock Option Notice and the Plan, contain the entire agreement between you and the Company with respect to the Options. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the Options shall be void and ineffective for all purposes.

14. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Options or Shares as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by you and the Company.

15. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Any conflict between the terms of this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is provided to you with this Agreement.

16. Section 409A. This Agreement and the Options granted hereunder are intended to comply with, or otherwise be exempt from, Section 409A of the Code. Nothing in the Plan or this Agreement shall be construed as including any feature for the deferral of compensation other than the deferral of recognition of income until the exercise of the Options. Should any provision of the Plan or this Agreement be found not to comply with, or otherwise be exempt from, the provisions of Section 409A of the Code, it may be modified and given effect, in the sole discretion of the Administrator and without requiring your consent, in such manner as the Administrator determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A of the Code. The foregoing, however, shall not be construed as a guarantee by the Company of any particular tax effect to you.

17. Electronic Delivery of Documents. By your signing the Notice, you (a) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the Options, and any reports of the Company provided generally to the Company's stockholders; (b) acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company by telephone or in writing; (c) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (d) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

18. No Future Entitlement. By execution of the Notice, you acknowledge and agree that: (a) the grant of these Options is a one-time benefit which does not create any contractual or other right to receive future grants of stock options, or compensation in lieu of stock options, even if stock options have been granted repeatedly in the past; (b) all determinations with respect to any such future grants, including, but not limited to, the times when stock options shall be granted or shall become exercisable, the maximum number of shares subject to each stock option, and the purchase price, will be at the sole discretion of the Administrator; (c) the value of these Options is an extraordinary item of compensation which is outside the scope of your employment contract, if any; (d) the value of these Options is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (e) the vesting of these Options ceases upon termination of employment with the Company or transfer of employment from the Company, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (f) if the underlying Common Stock does not increase in value, these Options will have no value, nor does the Company guarantee any future value; and (g) no claim or entitlement to compensation or damages arises if these Options do not increase in value and you irrevocably release the Company from any such claim that does arise.

19. Personal Data. For the purpose of implementing, administering and managing these Options, you, by execution of the Notice, consent to the collection, receipt, use, retention and transfer, in electronic or other form, of your personal data by and among the Company and its third party vendors or any potential party to any Change in Control transaction or capital raising transaction involving the Company. You understand that personal data (including but not limited to, name, home address, telephone number, employee number, employment status, social security number, tax identification number, date of birth, nationality, job and payroll location, data for tax withholding purposes and shares awarded, cancelled, exercised, vested and unvested) may be transferred to third parties assisting in the implementation, administration and management of these Options and the Plan and you expressly authorize such transfer as well as the retention, use, and the subsequent transfer of the data by the recipient(s). You understand that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country. You understand that data will be held only as long as is necessary to implement, administer and manage these Options. You understand that you may, at any time, request a list with the names and addresses of any potential recipients of the personal data, view data, request additional information about the storage and processing of data, require any necessary amendments to data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Secretary. You understand, however, that refusing or withdrawing your consent may affect your ability to accept a stock option.

20. Risk and Financial Information Disclosure. For purposes of claiming an exemption from registration under Rule 12h-1(f)(1) under the Securities Exchange Act of 1934, the Company may decide to provide you, every six months, with the information described in Rules 701(e)(3), (4), and (5) under the Securities Act of 1933 (risk and financial information relating to the Company), with any such financial statements being not more than 180 days old. Any such information may be provided either by physical or electronic delivery or by written notice of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. You may be required to execute an agreement to keep the information confidential as a condition precedent to the provision of the information. Any such agreement shall be executed in such manner and form as the Administrator may require from time to time. Notwithstanding the foregoing, the Company shall have no initial or continuing obligation to provide you with the information described in this Section 20, except as otherwise required by applicable law.

21. Governing Law. The validity, construction, and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Delaware, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect hereto will be brought in the federal or state courts in the district which includes the city or town in which the Company's principal executive office is located, and you hereby agree and submit to the personal jurisdiction and venue thereof.

22. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

{Glossary begins on next page}

GLOSSARY

(a) "***Affiliate***" has the meaning set forth in the Plan.

(b) "***Cause***" has the meaning ascribed to such term or words of similar import in your written employment or service contract with the Company as in effect at the time at issue and, in the absence of such agreement or definition, means your (i) conviction of, or plea of nolo contendere to, a felony or crime involving moral turpitude; (ii) fraud on or misappropriation of any funds or property of the Company, any affiliate, customer or vendor; (iii) personal dishonesty, incompetence, willful misconduct, willful violation of any law, rule or regulation (other than minor traffic violations or similar offenses) or breach of fiduciary duty which involves personal profit; (iv) willful misconduct in connection with your duties or willful failure to perform your responsibilities in the best interests of the Company; (v) illegal use or distribution of drugs; (vi) violation of any Company rule, regulation, procedure or policy; or (vii) breach of any provision of any employment, non-disclosure, non-competition, non-solicitation or other similar agreement executed by you for the benefit of the Company, all as determined by the Administrator, which determination will be conclusive.

(c) "***Change in Control***" has the meaning set forth in the Plan.

(d) "***Code***" means the Internal Revenue Code of 1986, as amended.

(e) "***Company***" includes Datadog, Inc. and its Affiliates, except where the context otherwise requires. For purposes of determining whether a Change in Control has occurred, Company shall mean only Datadog, Inc.

(f) "***Fair Market Value***" of a share of Common Stock generally means either the closing price or the average of the high and low sale price per share of Common Stock on the relevant date, as determined in the Administrator's discretion, as reported by the principal market or exchange upon which the Common Stock is listed or admitted for trade. Refer to the Plan for a detailed definition of Fair Market Value, including how Fair Market Value is determined in the event that no sale of Common Stock is reported on the relevant date.

(g) "***Service***" means your employment or other service relationship with the Company and its Affiliates. Your Service will be considered to have ceased with the Company and its Affiliates if, immediately after a sale, merger or other corporate transaction, the trade, business or entity with which you are employed or otherwise have a service relationship is not the Company or its successor or an Affiliate of the Company or its successor.

(h) "***Shares***" mean the shares of Common Stock underlying the Options.

(i) "***Stock Option Notice***" means the written notice evidencing the award of the Options that correlates with and makes up a part of this Agreement.

(j) "***Total and Permanent Disability***" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Administrator may require such proof of Total and Permanent Disability as the Administrator in its sole discretion deems appropriate and the Administrator's good faith determination as to whether you are totally and permanently disabled will be final and binding on all parties concerned.

(k) "***You***"; "***Your***". "***You***" or "your" means the recipient of the award of Options as reflected on the Stock Option Notice. Whenever the Agreement refers to "you" under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to your estate, personal representative, or beneficiary to whom the Options may be transferred by will or by the laws of descent and distribution, the word "you" shall be deemed to include such person.

EXERCISE FORM

Administrator of Datadog, Inc. 2012 Equity Incentive Plan
c/o Office of the Corporate Secretary
Datadog, Inc.

_____

_____

Dear Corporate Secretary:

I hereby exercise the Options granted to me on _____, _____, by Datadog, Inc. (the "***Company***"), subject to all the terms and provisions of the applicable grant agreement and of the Datadog, Inc. 2012 Equity Incentive Plan (the "***Plan***"), and notify you of my desire to purchase _____ shares of Common Stock of the Company at a price of $_____ per share pursuant to the exercise of said Options.

This will confirm my understanding with respect to the shares to be issued to me by reason of this exercise of the Options (the shares to be issued pursuant hereto shall be collectively referred to hereinafter as the "Shares") as follows:

(a) I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the "***Securities Act***"), or any rule or regulation under the Securities Act.

(b) I understand that the Shares are being issued without registration under the Securities Act, in reliance upon one or more exemptions contained in the Securities Act, and such reliance is based in part on the above representation. I also understand that the Company is not obligated to comply with the registration requirements of the Securities Act or with the requirements for an exemption under Regulation A under the Securities Act for my benefit.

(c) I have had such opportunity as I deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.

(d) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(e) I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period.

(f) I understand that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available and, therefore, they may need to be held indefinitely; and (iii) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act. As a condition to any transfer of the Shares, I understand that the Company may require an opinion of counsel satisfactory to the Company to the effect that such transfer does not require registration under the Securities Act or any state securities law.

(g) I understand that the certificates for the Shares to be issued to me will bear a legend substantially as follows:

The shares of stock represented by this certificate are subject to restrictions on transfer, an option to purchase and a market stand-off agreement set forth in a certain Stock Restriction Agreement (the "***Agreement***") between the corporation and the registered owner of this certificate (or his or her predecessor in interest), and no transfer of such shares may be made without compliance with the Agreement. A copy of the Agreement is available for inspection at the office of the corporation upon appropriate request and without charge.

The securities represented by this stock certificate have not been registered under the Securities Act of 1933 (the "***Act***") or applicable state securities laws (the "***State Acts***"), and shall not be sold, pledged, hypothecated, donated, or otherwise transferred (whether or not for consideration) by the holder except upon the issuance to the corporation of a favorable opinion of its counsel and/or submission to the corporation of such other evidence as may be satisfactory to counsel for the corporation, to the effect that any such transfer shall not be in violation of the Act and the State Acts.

The Company will issue appropriate stop transfer instructions to its transfer agent.

(h) I am a party to a Grant Agreement and a Stock Restriction Agreement with the Company, pursuant to which I have agreed to certain restrictions on the transferability of the Shares and other matters relating thereto.

Total Amount Enclosed: $_____

Date: _____ _____

(Optionee)

Received by DATADOG, INC. on

_____, ____

By: _____

Exhibit L

Nonstatutory Stock Option Documents

NOT FOR USE WITH CA RESIDENTS

DATADOG, INC.
INCENTIVE STOCK OPTION NOTICE

This Nonstatutory Stock Option Notice (this "***Notice***") evidences the award of nonstatutory stock options (each, an "***Option***" or collectively, the "***Options***") that have been granted to you, [NAME], subject to and conditioned upon your agreement to the terms of the attached Nonstatutory Stock Option Grant Agreement (the "***Grant Agreement***"). The Options entitle you to purchase shares of common stock, par value $0.00001 per share ("***Common Stock***"), of Datadog, Inc., a Delaware corporation (the "***Company***"), under the Datadog, Inc. 2012 Equity Incentive Plan (the "***Plan***"). The number of shares you may purchase and the exercise price at which you may purchase them are specified below. This Notice constitutes part of and is subject to the terms and provisions of the Grant Agreement and the Plan, which are incorporated by reference herein. ***You must return an executed copy of this Notice to the Company within 30 days of the date hereof. If you fail to do so, the Options may be rendered null and void in the Company's discretion.***

Grant Date: [GRANT DATE]

Vesting Base Date: [VESTING BASE DATE]

Number of Options: [NUMBER] Options, each permitting the purchase of one Share

Exercise Price: [PRICE] per share

Expiration Date: The Options expire at 5:00 p.m. Eastern Time on the ten-year anniversary of the Grant Date (the "***Expiration Date***"), unless fully exercised or terminated earlier.

Exercisability Schedule: Subject to the terms and conditions described in the Agreement, the Options become exercisable in accordance with the schedule below:

(a) [_____]% of the Options become exercisable on the first anniversary of the Vesting Base Date (the "***Initial Vesting Date***"), and

(b) [_____]% of the Options become exercisable on the date [____] after the Initial Vesting Date and on such date every [_____] thereafter, through the [_____] anniversary of the Vesting Base Date.

The extent to which the Options are exercisable as of a particular date is rounded down to the nearest whole share. However, exercisability is rounded up to 100% on the [_____] anniversary of the Vesting Base Date.

DATADOG, INC.

By: _____
Name:
Title:

I acknowledge that I have carefully read the attached Agreement and the Plan and agree to be bound by all of the provisions set forth in these documents.

Enclosures: **Nonstatutory Stock Option Grant Agreement**
Datadog, Inc. 2012 Equity Incentive Plan
Stock Restriction Agreement
Exercise Form

OPTIONEE

_____

Date: _____

NONSTATUTORY STOCK OPTION GRANT AGREEMENT
UNDER THE
DATADOG, INC. 2012 EQUITY INCENTIVE PLAN

1. Terminology. Capitalized terms used in this Agreement are defined in the correlating Stock Option Notice and/or the Glossary at the end of the Agreement.

2. Exercise of Options.

(a) Exercisability. The Options will become exercisable in accordance with the Exercisability Schedule set forth in the Stock Option Notice, so long as you are in the Service of the Company from the Grant Date through the applicable exercisability dates. None of the Options will become exercisable after your Service with the Company ceases, unless the Stock Option Notice provides otherwise with respect to exercisability that arises as a result of your cessation of Service.

(b) Right to Exercise. You may exercise the Options, to the extent exercisable, at any time on or before 5:00 p.m. Eastern Time on the Expiration Date or the earlier termination of the Options, unless otherwise provided under applicable law. Notwithstanding the foregoing, if at any time the Administrator determines that the delivery of Shares under the Plan or this Agreement is or may be unlawful under the laws of any applicable jurisdiction, or Federal, state or foreign securities laws, the right to exercise the Options or receive Shares pursuant to the Options shall be suspended until the Administrator determines that such delivery is lawful. If at any time the Administrator determines that the delivery of Shares under the Plan or this Agreement is or may violate the rules of the national securities exchange on which the shares are then listed for trade, the right to exercise the Options or receive Shares pursuant to the Options shall be suspended until the Administrator determines that such exercise or delivery would not violate such rules. Section 3 below describes certain limitations on exercise of the Options that apply in the event of your death, Total and Permanent Disability, or termination of Service. The Options may be exercised only in multiples of whole Shares and may not be exercised at any one time as to fewer than one hundred Shares (or such lesser number of Shares as to which the Options are then exercisable). No fractional Shares will be issued under the Options.

(c) Exercise Procedure. In order to exercise the Options, you must provide the following items to the Secretary of the Company or his or her delegate before the expiration or termination of the Options:

(i) notice, in such manner and form as the Administrator may require from time to time, specifying the number of Shares to be purchased under the Options;

(ii) full payment of the Exercise Price for the Shares or properly executed, irrevocable instructions, in such manner and form as the Administrator may require from time to time, to effectuate a broker-assisted cashless exercise, each in accordance with Section 2(d) of this Agreement;

(iii) full payment of applicable withholding taxes pursuant to Section 9 of this Agreement; and

(iv) an executed copy of any other agreements requested by the Administrator pursuant to Section 2(e) of this Agreement.

An exercise will not be effective until the Secretary of the Company or his or her delegate receives all of the foregoing items, and such exercise otherwise is permitted under and complies with all applicable Federal, state and foreign securities laws. Notwithstanding the foregoing, if the Administrator permits payment by means of delivering properly executed, irrevocable instructions, in such manner and form as the Administrator may require from time to time, to effectuate a broker-assisted cashless exercise and such instructions provide for sale of Shares under a limit order rather than at the market, the exercise will not be effective until the earlier of the date the Company receives delivery of cash or cash equivalents in full payment of the Exercise Price or the date the Company receives confirmation from the brokerage firm that the sale instruction has been fulfilled, and the exercise will not be effective unless the earlier of such dates occurs on or before termination of the Options.

(d) Method of Payment. You may pay the aggregate Exercise Price by:

(i) delivery of cash, certified or cashier's check, money order or other cash equivalent acceptable to the Administrator in its discretion;

(ii) a broker-assisted cashless exercise in accordance with Regulation T of the Board of Governors of the Federal Reserve System through a brokerage firm designated or approved by the Administrator;

(iii) subject to such limits as the Administrator may impose from time to time, tender (via actual delivery or attestation) to the Company of other shares of Common Stock of the Company which have a Fair Market Value on the date of tender equal to the Exercise Price;

(iv) any other method approved by the Administrator; or

(v) any combination of the foregoing.

(e) Agreement to Execute Other Agreements. You agree to execute, as a condition precedent to the exercise of the Options and at any time thereafter as may reasonably be requested by the Administrator, a Stock Restriction Agreement substantially in the form, and containing the terms and provisions, of the Stock Restriction Agreement attached hereto as Exhibit A, with respect to any shares you acquire pursuant to this Agreement; provided, however, that execution of the Stock Restriction Agreement will not be required upon any exercise that occurs after the closing of the first public offering of capital stock of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933 or, if later, the expiration of any market stand-off agreement that applies to other stockholders of the Company respecting such public offering of capital stock.

(f) Issuance of Shares upon Exercise. The Company shall issue to you the Shares underlying the Options you exercise as soon as practicable after the exercise date, subject to the Company's receipt of the aggregate Exercise Price and the requisite withholding taxes, if any. Upon issuance of such Shares, the Company may deliver, subject to the provisions of Section 9 below, such Shares on your behalf electronically to the Company's designated stock plan administrator or such other broker-dealer as the Company may choose at its sole discretion, within reason, or may retain such Shares in uncertificated book-entry form. Any share certificates delivered will, unless the Shares are registered or an exemption from registration is available under applicable Federal and state law, bear a legend restricting transferability of such Shares and referencing any applicable Stock Restriction Agreement.

3. Termination of Service.

(a) Termination of Unexercisable Options. If your Service with the Company ceases for any reason, the Options that are then unexercisable will terminate immediately upon such cessation.

(b) Exercise Period Following Termination of Service. If your Service with the Company ceases for any reason other than discharge for Cause, the Options that are then exercisable will terminate upon the earliest of:

(i) the expiration of 90 days following such cessation, if your Service ceases on account of (1) your termination by the Company other than a discharge for Cause, or (2) your voluntary termination other than for Total and Permanent Disability or death;

(ii) the expiration of 12 months following such cessation, if your Service ceases on account of your Total and Permanent Disability or death;

(iii) the expiration of 12 months following your death, if your death occurs during the periods described in clauses (i) or (ii) of this Section 3(b), as applicable; or

(iv) the Expiration Date.

In the event of your death, the exercisable Options may be exercised by your executor, personal representative, or the person(s) to whom the Options are transferred by will or the laws of descent and distribution.

(c) Misconduct. The Options will terminate in their entirety, regardless of whether the Options are then exercisable, immediately upon your discharge from Service for Cause, or upon your commission of any of the following acts during the exercise period following your termination of Service: (i) fraud on or misappropriation of any funds or property of the Company, or (ii) your breach of any provision of any employment, non-disclosure, non-competition, non-solicitation, assignment of inventions, or other similar agreement executed by you for the benefit of the Company, including without limitation this Agreement, as determined by the Administrator, which determination will be conclusive.

(d) Change in Status. In the event that your Service is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part or an Affiliate of the Company, your Service will be deemed to have terminated for purposes of this Section 3 upon such cessation if your Service does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

4. Optionee Covenants. In consideration of the Options granted to the Optionee pursuant to this Agreement and the service relationship (continuing or otherwise) of the Optionee with the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of protecting its confidential information, assets and goodwill by avoiding unauthorized disclosure of the Company's confidential information at any time, the Optionee agrees and covenants as follows:

(a) Definitions.

(i) As used herein "***Customers***" means all past, current and prospective persons, firms or entities that have either sought or received products, goods or services from the Company, have contacted the Company for the purpose of seeking products, goods or services or have been contacted by the Company for the purpose of providing products, goods or services during his employment or other service relationship, and all persons, firms, or entities subject to the control of those persons, firms, or entities. The Customers covered by this Agreement shall include, but not be limited to, any Customer or potential Customer of the Company at any time during Optionee's employment or other service relationship with the Company, whether or not Optionee had any personal contact or relationship with such individuals or entities.

(ii) As used herein, "***Confidential Information***" means all information, whether or not in writing, of a private, secret or confidential nature, concerning the Company, including without limitation, its

business, business relationships, financial affairs, technology and inventions, including without limitation, information about the Company's methods of operation, manufacturing, selling, marketing, promoting or otherwise providing products, goods or services, financial data, personnel data, the existence and identity of existing or potential Customers, suppliers, officers, directors, agents, vendors, owners, stockholders, contractors, partners, representatives, advisors, and consultants of the Company or any contractual relationships or arrangements with third parties.

(b) Nondisclosure of Confidential Information. Optionee recognizes, acknowledges and agrees that:

(i) Confidential Information was developed by the Company at considerable expense, that this information is a valuable Company asset and part of its goodwill, that this information is vital to the Company's success and is the sole property of the Company;

(ii) during Optionee's employment or other service relationship with the Company, Optionee will have access to, come into possession of, work with and become familiar with the Company's Confidential Information; that the Optionee may be called upon to establish close relationships with the Company's Customers, suppliers, and employees of the Company; and that the success of the Company's business depends in large part on Optionee's personal conduct in contacting and establishing relationships with Customers, suppliers and employees of the Company;

(iii) the value to Optionee of the enhancement of Optionee's professional experience and credentials by virtue of Optionee's employment or other service relationship with the Company;

(iv) during Optionee's employment or other service relationship and following the termination thereof, whether voluntary or involuntary, whether with or without cause, and whether with or without notice, Optionee will not, on Optionee's own behalf or as a partner, officer, director, employee, agent, advisor or consultant of any other person or entity, directly or indirectly, disclose the Company's Confidential Information to any person or entity other than agents of the Company, and Optionee will not use or aid others in obtaining or using any such Confidential Information without the express written permission of the Chief Executive Officer of the Company;

(v) use or disclosure of such Confidential Information, other than as specifically permitted under this Agreement, might reasonably be construed to be contrary to the interests of the Company and Optionee will not use or disclose to others any such Confidential Information of the Company except for the benefit of the Company in connection with the performance of Optionee's employment or other service relationship with the Company;

(vi) Optionee will immediately inform the Company of any unauthorized disclosures of Confidential Information that come to Optionee's attention.

(vii) the obligations under this Section with respect to the Confidential Information will survive the termination of his employment or service relationship with the Company unless and until such Confidential Information becomes public knowledge and becomes matter in the public domain through no act or omission by Optionee;

(viii) all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, display screen printouts or other written, photographic, or other tangible material containing Confidential Information, whether created by Optionee or others, which shall come into Optionee's custody or possession, shall be and are the exclusive property of the Company; and Optionee will deliver to the Company all such materials and copies thereof and all tangible property of the Company in Optionee's custody or possession upon the earlier of (a) a request by the Company or (b) termination of Optionee's service relationship with the Company, whether voluntary or involuntary, whether with or without cause, and whether with or without notice; and

(ix) the obligations under this Section with respect to the Confidential Information also extend to such similar types of information, materials and tangible property of the Customers of and suppliers to the Company, as well as other third parties who may have disclosed or entrusted the same to Optionee or the Company.

(c) Nonsolicitation. During the period of Optionee's employment or other service relationship with the Company, and for a period of 12 months after the termination or expiration thereof for any reason, whether voluntary or involuntary, whether with or without cause, whether with or without notice and without limiting the applicability of any other provisions of this Agreement that are intended to operate after such termination or expiration, Optionee recognizes, acknowledges and agrees that Optionee will not, directly or indirectly (other than as the holder of not more than 1% of the total outstanding stock of a publicly held company), either on Optionee's own behalf or as an owner, stockholder, partner, member, participant, officer, director, employee, agent, representative, advisor or consultant of any other individual, entity or enterprise, do or attempt to do any of the following:

(i) solicit, encourage or induce any current or prospective Customers, suppliers, vendors or contractors of the Company to terminate or adversely modify any business relationship with the Company or not to proceed with, enter into, renew or continue any business relationship with the Company, or otherwise interfere with any business relationship between the Company and any such person; or

(ii) solicit, encourage or induce any current or prospective Customers to purchase, or otherwise contract for, any products, goods or services the same as or similar to any of the products, goods or services sold, provided, promoted, marketed or offered by the Company; or

(iii) solicit, encourage or induce any officer, director, employee, agent, partner, consultant or independent contractor of the Company to terminate an employment or relationship with the Company, supervise, employ or engage any such person, or otherwise interfere with or disrupt the Company's relationship with any such person; or

(iv) engage in any act involving dishonesty, bad faith or lack of integrity or candor with respect to the Company, including, without limitation, disparaging the Company or any of its directors, officers, consultants, employees or stockholders.

(d) Assignment. Optionee will promptly disclose and describe to the Company all Inventions (as defined below) made, conceived, developed or reduced to practice, whether jointly or with others, within the scope of Optionee's employment or other service relationship with the Company (hereafter, "***Company Inventions***"). Optionee hereby assigns and will assign to Company or Company's designee all of Optionee's right, title and interest in and to any and all Company Inventions. For purposes of this Agreement, "***Inventions***" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.

(e) Enforceability. If any restriction set forth in this Section 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend only over the maximum period of time, range of activities and/or geographic area as to which it may be enforceable.

(f) Acknowledgement as to Reasonableness. Optionee recognizes, acknowledges and agrees that if his employment or other service relationship with the Company terminates for any valid or other reason, Optionee can earn a livelihood without violating any of the restrictions contained in this Section 4. Optionee also recognizes, acknowledges and agrees that the Company's business, with and through any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Company, including any parent of the Company or subsidiary of the Company, is national in scope and that the time period and scope of the foregoing restrictions are reasonable and necessary for the protection of the Company's valid business interests.

(g) Termination of Options/Recapture Payment. The Optionee further recognizes and acknowledges that it would be difficult to ascertain the damages arising from a violation of the covenants set forth in this Section 4. Accordingly, notwithstanding anything herein to the contrary, if the Administrator or its delegate, in its sole discretion, determines that the Optionee has engaged in any activity that contravenes the covenants set forth in this Section 4, the Optionee agrees that the following shall occur:

(i) The Options will terminate effective on the date on which such determination is made, regardless of whether the Options are vested in whole or in part, unless terminated sooner by operation of another provision of this Agreement; and

(ii) With respect to any Common Stock acquired by the Optionee through the exercise of the Options within 90 days before the Optionee's termination of employment or service relationship, or at any time after the Optionee's termination of employment or service relationship (the "***Recapture Shares***"), the Optionee agrees to pay to the Company, within 30 days of when the Company delivers written notice to the Optionee, a Recapture Payment. The Recapture Payment may be paid in cash, Recapture Shares, or a combination of cash or Recapture Shares. If paid in cash, the Recapture Payment shall be an amount equal to the difference between the aggregate Exercise Price paid to acquire the Recapture Shares and the Fair Market Value of the shares on the exercise date. If paid in Recapture Shares, the Recapture Payment shall be paid by the Optionee delivering to the Company share certificates evidencing the Recapture Shares, together with a stock power, endorsed in blank. As soon as practicable after receipt of the stock certificates and stock power properly endorsed, the Company will pay to the Optionee the lower of (A) the aggregate Exercise Price paid by the Optionee to acquire the Recapture Shares for which the stock certificates have been delivered to the Company or (B) the Fair Market Value of such Recapture Shares.

Collection of the Recapture Payment shall not be a waiver of any other rights which the Company may have under this Agreement or any other agreement entered into between the Optionee and the Company, including the right to receive money damages or enforce equitable remedies.

(h) Coordination With Other Agreements. To the extent that the Optionee is a party to any agreement with the Company that contains the same or similar covenants as those set forth in this Section 4 (hereinafter referred to as the "***Other Agreement***"), the Optionee and the Company expressly agree that any remedy available to the Company under this Agreement is in addition to, and does not limit the enforceability of, any remedy available to the Company under such Other Agreement.

5. Equitable Relief. The Optionee acknowledges and agrees that the covenants set forth in Section 4 of this Agreement are reasonable and necessary for the protection of the Company's valid business interests and that any breach by the Optionee of any of the provisions contained in this Agreement will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of a breach of any of the covenants set forth in Section 4 of this Agreement by the Optionee, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek

enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, and any other form of equitable relief, and the Company is entitled to recover from the Optionee the costs and attorneys' fees it incurs to recover under this Agreement. This provision is not a waiver of any other rights which the Company may have under this Agreement or any other agreement entered into between the Optionee and the Company, including the right to receive money damages, to terminate the Options, and/or to collect the Recapture Payment.

6. Market Stand-Off Agreement. You agree that following the effective date of a registration statement of the Company filed under the Securities Act of 1933, you, for the duration specified by and to the extent requested by the Company and an underwriter of Common Stock or other securities of the Company, shall not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such securities, whether any such aforementioned transaction is to be settled by delivery of such securities or other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, in each case during the seven days prior to and the 180 days after the effectiveness of any underwritten offering of the Company's equity securities (or such longer or shorter period as may be requested in writing by the managing underwriter and agreed to in writing by the Company) (the "***Market Stand-Off Period***"), except as part of such underwritten registration if otherwise permitted. In addition, you agree to execute any further letters, agreements and/or other documents requested by the Company or its underwriters that are consistent with the terms of this Section 6. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Stand-Off Period.

7. Nontransferability of Options. These Options and, before exercise, the underlying Shares are nontransferable otherwise than by will or the laws of descent and distribution and, during your lifetime, the Options may be exercised only by you or, during the period you are under a legal disability, by your guardian or legal representative. Except as provided above, the Options and, before exercise, the underlying Shares may not be assigned, transferred, pledged, hypothecated, subjected to any "put equivalent position," "call equivalent position" (as each preceding term is defined by Rule 16(a)-1 under the Securities Exchange Act of 1934), or short position, or disposed of in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process.

8. Nonqualified Nature of the Options. The Options are not intended to qualify as incentive stock options within the meaning of Code section 422, and this Agreement shall be so construed. You hereby acknowledge that, upon exercise of the Options, you will recognize compensation income in an amount equal to the excess of the then fair market value of the Shares over the Exercise Price and must comply with the provisions of Section 8 of this Agreement with respect to any tax withholding obligations that arise as a result of such exercise.

9. Withholding of Taxes.

(a) At the time the Options are exercised, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll or any other payment of any kind due to you and otherwise agree to make adequate provision for foreign, federal, state and local taxes required by law to be withheld, if any, which arise in connection with the Options.

The Company may require you to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Options or issuance of share certificates representing Shares.

(b) The Administrator may, in its sole discretion, permit you to satisfy, in whole or in part, any withholding tax obligation which may arise in connection with the Options either by electing to have the Company withhold from the Shares to be issued upon exercise that number of Shares, or by electing to deliver to the Company already-owned shares, in either case having a Fair Market Value not in excess of the amount necessary to satisfy the statutory minimum withholding amount due.

10. Adjustments. The Administrator may make various adjustments to your Options, including adjustments to the number and type of securities subject to the Options and the Exercise Price, in accordance with the terms of the Plan. In the event of any transaction resulting in a Change in Control (as defined in the Plan) of the Company, the outstanding Options will terminate in accordance with the terms of Section 7(d)(iii) of the Plan.

11. Purchase Right of the Company. At any time and for any reason, the Company may purchase the Options, in whole or in part, from you. The Administrator shall provide you with written notice of the Company's intention to exercise this purchase right, specifying the number of Options to which the purchase right shall be applied. The purchase price per Option shall be the difference between (a) the Exercise Price per Share and (b) the Fair Market Value per Share, determined as of the date immediately preceding the date settlement occurs. Settlement of the purchase will be made within 30 days after delivery of such written notice. In the discretion of the Administrator, payment of the purchase price will be made via cash, a promissory note, or a combination of the two. Any such promissory note will provide for substantially equal installments, payable at least annually, over a period not to exceed five years and shall accrue interest at the applicable Federal mid-term rate in effect under Code section 1274(d) as of the settlement date, compounded semi-annually. The Options will be automatically terminated, and of no further force and effect, as of the settlement date with respect to the number of Options so purchased.

12. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement will alter your at-will or other employment status or other service relationship with the Company, nor be construed as a contract of employment or service relationship between you and the Company, or as a contractual right for you to continue in the employ of, or in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to discharge you at any time with or without Cause or notice and whether or not such discharge results in the failure of any of the Options to become exercisable or any other adverse effect on your interests under the Plan.

13. No Rights as a Stockholder. You shall not have any of the rights of a stockholder with respect to the Shares until such Shares have been issued to you upon the due exercise of the Options. No adjustment will be made for dividends or distributions or other rights for which the record date is prior to the date such Shares are issued.

14. The Company's Rights. The existence of the Options shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

15. Entire Agreement. This Agreement, together with the correlating Stock Option Notice and the Plan, contain the entire agreement between you and the Company with respect to the Options.

Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the Options shall be void and ineffective for all purposes.

16. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Options or Shares as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by you and the Company.

17. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Any conflict between the terms of this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is provided to you with this Agreement.

18. Section 409A. This Agreement and the Options granted hereunder are intended to comply with, or otherwise be exempt from, Section 409A of the Code. Nothing in the Plan or this Agreement shall be construed as including any feature for the deferral of compensation other than the deferral of recognition of income until the exercise of the Options. Should any provision of the Plan or this Agreement be found not to comply with, or otherwise be exempt from, the provisions of Section 409A of the Code, it may be modified and given effect, in the sole discretion of the Administrator and without requiring your consent, in such manner as the Administrator determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A of the Code. The foregoing, however, shall not be construed as a guarantee by the Company of any particular tax effect to you.

19. Electronic Delivery of Documents. By your signing the Notice, you (a) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the Options, and any reports of the Company provided generally to the Company's stockholders; (b) acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company by telephone or in writing; (c) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (d) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

20. No Future Entitlement. By execution of the Notice, you acknowledge and agree that: (a) the grant of these Options is a one-time benefit which does not create any contractual or other right to receive future grants of stock options, or compensation in lieu of stock options, even if stock options have been granted repeatedly in the past; (b) all determinations with respect to any such future grants, including, but not limited to, the times when stock options shall be granted or shall become exercisable, the maximum number of shares subject to each stock option, and the purchase price, will be at the sole discretion of the Administrator; (c) the value of these Options is an extraordinary item of compensation which is outside the scope of your employment contract, if any; (d) the value of these Options is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (e) the vesting of these Options ceases upon termination of employment with the Company or transfer of employment from the Company, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (f) if the underlying Common Stock does not increase in value, these Options will have no value, nor does the Company guarantee any future value; and (g) no claim or entitlement to compensation or damages arises if these Options do not increase in value and you irrevocably release the Company from any such claim that does arise.

21. Personal Data. For the purpose of implementing, administering and managing these Options, you, by execution of the Notice, consent to the collection, receipt, use, retention and transfer, in electronic or other form, of your personal data by and among the Company and its third party vendors or any potential party to any Change in Control transaction or capital raising transaction involving the Company. You understand that personal data (including but not limited to, name, home address, telephone number, employee number, employment status, social security number, tax identification number, date of birth, nationality, job and payroll location, data for tax withholding purposes and shares awarded, cancelled, exercised, vested and unvested) may be transferred to third parties assisting in the implementation, administration and management of these Options and the Plan and you expressly authorize such transfer as well as the retention, use, and the subsequent transfer of the data by the recipient(s). You understand that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country. You understand that data will be held only as long as is necessary to implement, administer and manage these Options. You understand that you may, at any time, request a list with the names and addresses of any potential recipients of the personal data, view data, request additional information about the storage and processing of data, require any necessary amendments to data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Secretary. You understand, however, that refusing or withdrawing your consent may affect your ability to accept a stock option.

22. Risk and Financial Information Disclosure. For purposes of claiming an exemption from registration under Rule 12h-1(f)(1) under the Securities Exchange Act of 1934, the Company may decide to provide you, every six months, with the information described in Rules 701(e)(3), (4), and (5) under the Securities Act of 1933 (risk and financial information relating to the Company), with any such financial statements being not more than 180 days old. Any such information may be provided either by physical or electronic delivery or by written notice of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. You may be required to execute an agreement to keep the information confidential as a condition precedent to the provision of the information. Any such agreement shall be executed in such manner and form as the Administrator may require from time to time. Notwithstanding the foregoing, the Company shall have no initial or continuing obligation to provide you with the information described in this Section 22, except as otherwise required by applicable law.

23. Governing Law. The validity, construction, and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Delaware, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect hereto will be brought in the federal or state courts in the district which includes the city or town in which the Company's principal executive office is located, and you hereby agree and submit to the personal jurisdiction and venue thereof.

24. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

{Glossary begins on next page}

GLOSSARY

(a) "***Affiliate***" has the meaning set forth in the Plan.

(b) "***Cause***" has the meaning ascribed to such term or words of similar import in your written employment or service contract with the Company as in effect at the time at issue and, in the absence of such agreement or definition, means your (i) conviction of, or plea of nolo contendere to, a felony or crime involving moral turpitude; (ii) fraud on or misappropriation of any funds or property of the Company, any affiliate, customer or vendor; (iii) personal dishonesty, incompetence, willful misconduct, willful violation of any law, rule or regulation (other than minor traffic violations or similar offenses) or breach of fiduciary duty which involves personal profit; (iv) willful misconduct in connection with your duties or willful failure to perform your responsibilities in the best interests of the Company; (v) illegal use or distribution of drugs; (vi) violation of any Company rule, regulation, procedure or policy; or (vii) breach of any provision of any employment, non-disclosure, non-competition, non-solicitation or other similar agreement executed by you for the benefit of the Company, including without limitation this Agreement, all as determined by the Administrator, which determination will be conclusive.

(c) "***Change in Control***" has the meaning set forth in the Plan.

(d) "***Code***" means the Internal Revenue Code of 1986, as amended.

(e) "***Company***" includes Datadog, Inc. and its Affiliates, except where the context otherwise requires. For purposes of determining whether a Change in Control has occurred, Company shall mean only Datadog, Inc.

(f) "***Fair Market Value***" of a share of Common Stock generally means either the closing price or the average of the high and low sale price per share of Common Stock on the relevant date, as determined in the Administrator's discretion, as reported by the principal market or exchange upon which the Common Stock is listed or admitted for trade. Refer to the Plan for a detailed definition of Fair Market Value, including how Fair Market Value is determined in the event that no sale of Common Stock is reported on the relevant date.

(g) "***Service***" means your employment or other service relationship with the Company and its Affiliates. Your Service will be considered to have ceased with the Company and its Affiliates if, immediately after a sale, merger or other corporate transaction, the trade, business or entity with which you are employed or otherwise have a service relationship is not the Company or its successor or an Affiliate of the Company or its successor.

(h) "***Shares***" mean the shares of Common Stock underlying the Options.

(i) "***Stock Option Notice***" means the written notice evidencing the award of the Options that correlates with and makes up a part of this Agreement.

(j) "***Total and Permanent Disability***" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Administrator may require such proof of Total and Permanent Disability as the Administrator in its sole discretion deems appropriate and the Administrator's good faith determination as to whether you are totally and permanently disabled will be final and binding on all parties concerned.

(k) "***You***"; "***Your***". "***You***" or "your" means the recipient of the award of Options as reflected on the Stock Option Notice. Whenever the Agreement refers to "you" under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to your estate, personal representative, or beneficiary to whom the Options may be transferred by will or by the laws of descent and distribution, the word "you" shall be deemed to include such person.

EXERCISE FORM

Administrator of Datadog, Inc. 2012 Equity Incentive Plan
c/o Office of the Corporate Secretary
Datadog, Inc.

_____

_____

Dear Corporate Secretary:

I hereby exercise the Options granted to me on_____, _____, by Datadog, Inc. (the "***Company***"), subject to all the terms and provisions of the applicable grant agreement and of the Datadog, Inc. 2012 Equity Incentive Plan (the "***Plan***"), and notify you of my desire to purchase _____ shares of Common Stock of the Company at a price of $_____ per share pursuant to the exercise of said Options.

This will confirm my understanding with respect to the shares to be issued to me by reason of this exercise of the Options (the shares to be issued pursuant hereto shall be collectively referred to hereinafter as the "***Shares***") as follows:

(a) I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the "***Securities Act***"), or any rule or regulation under the Securities Act.

(b) I understand that the Shares are being issued without registration under the Securities Act, in reliance upon one or more exemptions contained in the Securities Act, and such reliance is based in part on the above representation. I also understand that the Company is not obligated to comply with the registration requirements of the Securities Act or with the requirements for an exemption under Regulation A under the Securities Act for my benefit.

(c) I have had such opportunity as I deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.

(d) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(e) I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period.

(f) I understand that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available and, therefore, they may need to be held indefinitely; and (iii) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act. As a condition to any transfer of the Shares, I understand that the Company may require an opinion of counsel satisfactory to the Company to the effect that such transfer does not require registration under the Securities Act or any state securities law.

(g) I understand that the certificates for the Shares to be issued to me will bear a legend substantially as follows:

> The shares of stock represented by this certificate are subject to restrictions on transfer, an option to purchase and a market stand-off agreement set forth in a certain Stock Restriction Agreement (the "***Agreement***") between the corporation and the registered owner of this certificate (or his or her predecessor in interest), and no transfer of such shares may be made without compliance with the Agreement. A copy of the Agreement is available for inspection at the office of the corporation upon appropriate request and without charge.
>
> The securities represented by this stock certificate have not been registered under the Securities Act of 1933 (the "***Act***") or applicable state securities laws (the "***State Acts***"), and shall not be sold, pledged, hypothecated, donated, or otherwise transferred (whether or not for consideration) by the holder except upon the issuance to the corporation of a favorable opinion of its counsel and/or submission to the corporation of such other evidence as may be satisfactory to counsel for the corporation, to the effect that any such transfer shall not be in violation of the Act and the State Acts.

The Company will issue appropriate stop transfer instructions to its transfer agent.

(h) I am a party to a Grant Agreement and a Stock Restriction Agreement with the Company, pursuant to which I have agreed to certain restrictions on the transferability of the Shares and other matters relating thereto.

Total Amount Enclosed: $_____

Date: _____ _____
(Optionee)

Received by DATADOG, INC. on

_____, ____

By: _____

Exhibit M

Stock Restriction Agreement (Option Exercise)

Exhibit A

NOT FOR USE WITH CA RESIDENTS

STOCK RESTRICTION AGREEMENT

THIS STOCK RESTRICTION AGREEMENT (the "***Agreement***") is made as of the _____ day of ,_____, _____, by and between DATADOG, INC., a Delaware corporation (the "***Company***"), and _____(the "*Stockholder*"). Terms used but not otherwise defined herein, shall have the meanings set forth in the Plan (as defined below).

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Option Shares. The Stockholder was granted the right to purchase up to _____ shares (the "***Option Shares***") of common stock of the Company, par value $0.00001 per share (the "***Common Stock***"), pursuant to stock options awarded under the Company's 2012 Equity Incentive Plan (the "***Plan***") on _____, ____ subject to the terms and conditions of the applicable option grant agreement evidencing such award (the "***Grant Agreement***"). The Stockholder has purchased on even date herewith, Option Shares (the "***Shares***"). The Stockholder agrees that the Shares shall be subject to the terms, conditions and restrictions set forth in this Agreement and the Grant Agreement. The Stockholder further agrees that any additional Option Shares purchased by the Stockholder shall be subject to the terms, conditions and restrictions set forth in this Agreement, and such shares shall be deemed Shares for all purposes hereunder. Upon receipt of payment by the Company for the Shares, the Company shall either issue and deliver to the Stockholder one or more certificates in the name of the Stockholder for that number of Shares purchased by the Stockholder, hold such Share certificates in escrow until the underlying Shares may be transferred freely without restriction under this Agreement, or provide for uncertificated, book entry issuance of those Shares.

2. Restrictions on Transfer.

(a) Transfers Prohibited. At any time prior to the date of the closing of the first public offering of securities of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933 (the "***Securities Act***") or the exchange of the Shares for shares of an entity that are so registered, the Stockholder may not sell or otherwise transfer or assign for cash, cash equivalents or any other form of consideration, including a promissory note, all or any part of his or her Shares, except that the Shares may be transferred to the Company in pledge as security for any purchase-money indebtedness incurred by the Stockholder in connection with the acquisition of the Shares. Any attempted transfer of any Shares in violation of the provisions of this Agreement shall be null and void.

(b) Exempt Family Transactions. Notwithstanding the provisions of Section 2(a), the Stockholder may transfer any or all of the Stockholder's Shares, either during the Stockholder's lifetime or on death by will or the laws of descent and distribution, to one or more members of the Stockholder's immediate family, to a trust for the exclusive benefit of the Stockholder or such immediate family members, to any other entity owned exclusively by the Stockholder or such immediate family members, or to any combination of the foregoing (each, a "***Permitted Transferee***"); provided, however, that the Stockholder may not make any transfers pursuant to any divorce or separation proceedings or settlements. "***Immediate family member***" shall mean spouse, children, grandchildren, parents or siblings of the Stockholder, including in each case in-laws and adoptive relations.

(c) Registration Statement Transfer. The Stockholder may transfer the Shares pursuant to a registration statement filed by the Company with the Securities and Exchange Commission with respect to the Shares.

(d) Conditions to Transfer. Notwithstanding anything to the contrary contained elsewhere in this Section 2, except with respect to a transfer pursuant to Section 2(c), any Permitted Transferee of the Stockholder shall receive and hold such stock subject to the provisions of this Agreement, and, as a condition of such transfer, shall deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement. There shall be no subsequent transfer of such stock except in accordance with this Section 2.

(e) Termination of Restrictions on Transfer. The foregoing restrictions on transfer in this Section 2 shall terminate upon the closing of the first public offering of securities of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933 that results in aggregate gross proceeds to the Company of at least $25 million with a pre-money valuation of at least $50 million or the exchange of the Shares for shares of an entity that are so registered.

3. Effect of Prohibited Transfer. The Company shall not be required to (a) transfer on its books any of the Shares that have been sold or transferred in violation of any of the provisions set forth in this Agreement, or (b) treat as owner of such Shares or to pay dividends or other distributions to any transferee to whom any such Shares shall have been so sold or transferred.

4. Company's Repurchase Right.

(a) Repurchase Right. Upon the termination of the Stockholder's employment or service relationship with the Company for any reason, the Company will have a discretionary call right (the "***Repurchase Right***"), exercisable during the 180-day period following the date of such cessation, to purchase any or all of the Shares from the Stockholder or the Stockholder's personal representative, estate, heirs, legatees, or Permitted Transferees, as the case may be, and such persons shall have the obligation to sell such Shares upon written request; provided, however, that if Stockholder's cessation of service occurs within 180 days after the Shares were issued, then, in lieu of the foregoing period, the Repurchase Right shall be exercisable by the Company during the 180-day period that commences on the 181st day after such issue date.

(b) Implementation of Repurchase Right. The Repurchase Right shall be exercised by giving written notice to the Stockholder or the Stockholder's personal representative, estate, heirs, legatees, or Permitted Transferees, as the case may be, within the applicable period described in the preceding sentence, of the Company's intention to purchase Shares and stating the number of Shares to be purchased. The completion of the purchase shall take place at the principal office of the Company or such other location specified by the Company, no later than the fifteenth business day after the delivery of such notice. The per-share purchase price for Shares purchased pursuant to this Section 4 shall be equal to the Fair Market Value on the purchase date. The Fair Market Value of Shares shall be determined in good faith by the Administrator of the Company in accordance with the terms of the Plan. In making such determination, the Administrator may take into account any valuation factors it deems appropriate or advisable in its sole discretion, including, without limitation, profitability, financial position, asset value or other factor relating to the value of the Company, as well as discounts to account for minority interests and lack of marketability. In the discretion of the Company, payment of the purchase price will be made via delivery of cash, check, wire transfer, cancellation of indebtedness, a promissory note, or a combination of such methods, against delivery of certificates or other instruments representing the Shares so purchased, appropriately endorsed or executed by the holder. Any such promissory note will provide for substantially equal installments, payable at least annually, over a period not to exceed five years and will accrue interest at the applicable federal rate in effect under Section 1274(d) of the Internal Revenue Code of 1986, as amended, as of the settlement date, compounded annually.

(c) Limitation on and Expiration of Repurchase Right. Notwithstanding the foregoing, the Repurchase Right of the Company described in this Section 4 shall terminate upon the closing of the first public offering of securities of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act or the exchange of the Shares for shares of an entity that are so registered.

5. Drag-Along Right. Notwithstanding anything contained herein to the contrary, if at any time any stockholder of the Company, or group of stockholders, owning a majority or more of the voting capital stock of the Company (hereinafter, collectively the "***Transferring Stockholders***") proposes to enter into any transaction involving (a) a sale of more than 50% of the outstanding voting capital stock of the Company in a non-public sale or (b) any merger, share exchange, consolidation or other reorganization or business combination of the Company immediately after which a majority of the directors of the surviving entity is not comprised of persons who were directors of the Company immediately prior to such transaction or after which persons who hold a majority of the voting capital stock of the surviving entity are not persons who held voting capital stock of the Company immediately prior to such transaction (a "***Change-in-Control Transaction***") the Company may require the Stockholder to participate in such Change-in-Control Transaction with respect to all or such number of the Stockholder's Shares as the Company may specify in its discretion, by giving the Stockholder written notice thereof at least ten days in advance of the date of the transaction or the date that tender is required, as the case may be. Upon receipt of such notice, the Stockholder shall tender the specified number of Shares, at the same price and upon the same terms and conditions applicable to the Transferring Stockholders in the transaction or, in the discretion of the acquirer or successor to the Company, upon payment of the purchase price to the Stockholder in immediately available funds. In addition, if at any time the Company and/or any Transferring Stockholders propose to enter into any such Change in Control transaction, the Company may require the Stockholder to vote in favor of such transaction, where approval of the stockholders is required by law or otherwise sought, by giving the Stockholder notice thereof within the time prescribed by law and the Company's Certificate of Incorporation and Bylaws for giving notice of a meeting of stockholders called for the purpose of approving such transaction. If the Company requires such vote, the Stockholder agrees that he or she will, if requested, deliver his or her proxy to the person designated by the Company to vote his or her Shares in favor of such Change-in-Control Transaction.

6. Company's Right to Defer Payments. Notwithstanding anything herein to the contrary, no payment shall be made under this Agreement, or under any promissory note issued by the Company pursuant to this Agreement, that would cause the Company to violate any law, or any rights or preference of preferred stockholders of the Company, any banking agreement or loan or other financial covenant or cause default of any senior indebtedness of the Company, regardless of when such agreement, covenant or indebtedness was created, incurred or assumed. Any payment under this Agreement that would cause such violation or default shall be deferred until, in the sole discretion of the Board of Directors of the Company, such payment shall no longer cause any such violation or default. Any payment deferred in consequence of the provisions of the preceding sentence shall bear simple interest from the date such payment would otherwise have been made to the date when such payment is actually made, at a rate which is equal to the prime rate of interest published in the Wall Street Journal on the date such payment would otherwise have been made, but in no event shall such rate of interest exceed 10% per annum. The Company shall pay interest at the same time as it makes the payment to which such interest relates.

7. Restrictive Legend. All certificates representing Shares shall have affixed thereto a legend in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

> The shares of stock represented by this certificate are subject to restrictions on transfer, an option to purchase and a market stand-off agreement set forth in a certain Stock Restriction Agreement (the "***Agreement***") between the corporation and the registered owner of this certificate (or his or her predecessor in interest), and no transfer of such shares may be made without compliance with the Agreement. A copy of the Agreement is available for inspection at the office of the corporation upon appropriate request without charge.

The securities represented by this stock certificate have not been registered under the Securities Act of 1933 (the "***Act***") or applicable state securities laws (the "***State Acts***"), and shall not be sold, pledged, hypothecated, donated, or otherwise transferred (whether or not for consideration) by the holder except upon the issuance to the corporation of a favorable opinion of its counsel and/or submission to the corporation of such other evidence as may be satisfactory to counsel for the corporation, to the effect that any such transfer shall not be in violation of the Act and the State Acts.

8. Investment Representations. The Stockholder represents, warrants and covenants as follows:

(a) Stockholder is purchasing the Shares for the Stockholder's own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act, or any rule or regulation under the Securities Act.

(b) Stockholder understands that the Shares are being issued without registration under the Securities Act, in reliance upon one or more exemptions contained in the Securities Act, and such reliance is based in part on the above representation. The Stockholder also understands that the Company is not obligated to comply with the registration requirements of the Securities Act or with the requirements for an exemption under Regulation A under the Securities Act for the Stockholder's benefit.

(c) Stockholder has had such opportunity as the Stockholder deemed adequate to obtain from representatives of the Company such information as is necessary to permit the Stockholder to evaluate the merits and risks of the Stockholder's investment in the Company.

(d) Stockholder has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(e) Stockholder can afford a complete loss of the value of the Shares and is able to bear the economic risk of holding such Shares for an indefinite period.

(f) Stockholder understands that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available and, therefore, they may need to be held indefinitely; and (iii) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act. As a condition to any transfer of the Shares, the Stockholder understands that the Company may require an opinion of counsel satisfactory to the Company to the effect that such transfer does not require registration under the Securities Act or any state securities law.

9. Adjustments for Stock Splits, Stock Dividends, etc.

(a) If from time to time there is any spin-off, stock split-up, stock dividend, stock distribution or other reclassification of the Common Stock of the Company, any and all new, substituted or additional securities to which the Stockholder is entitled by reason of his or her ownership of the Shares shall be immediately subject to the restrictions on transfer and other provisions of this Agreement in the same manner and to the same extent as the Shares.

(b) If the Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of the Company or acquisition of its assets, then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Shares.

10. Market Stand-Off. Following the effective date of a registration statement of the Company filed under the Securities Act, the Stockholder, for the duration specified by and to the extent requested by the Company and an underwriter of Common Stock or other securities of the Company, shall not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such securities, whether any such aforementioned transaction is to be settled by delivery of such securities or other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, in each case during the seven days prior to and the 180 days after the effectiveness of any underwritten offering of the Company's equity securities (or such longer or shorter period as may be requested in writing by the managing underwriter and agreed to in writing by the Company) (the "***Market Stand-Off Period***"), except as part of such underwritten registration if otherwise permitted. In addition, the Stockholder agrees to execute any further letters, agreements and/or other documents requested by the Company or its underwriters which are consistent with the terms of this Section 10. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Stand-Off Period.

11. Withholding Taxes. The Stockholder acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Stockholder any federal, state or local taxes of any kind required by law to be withheld with respect to the purchase, sale or vesting of the Shares by the Stockholder.

12. Invalidity or Unenforceability. It is the intention of the Company and the Stockholder that this Agreement shall be enforceable to the fullest extent allowed by law. In the event that a court having jurisdiction holds any provision of this Agreement to be invalid or unenforceable, in whole or in part, the Company and the Stockholder agree that, if allowed by law, that provision shall be reduced to the degree necessary to render it valid and enforceable without affecting the rest of this Agreement.

13. Waiver. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Stockholder and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the terms, conditions and restrictions set forth in this Agreement. The Company may assign its rights under this Agreement to a third party, provided that such assignee agrees to be bound by all of the Company's obligations under this Agreement.

15. No Rights To Employment. Nothing contained in this Agreement, the Plan, or the Grant Agreement shall confer any right on an individual to continue in the service of the Company or shall interfere in any way with the right of the Company to terminate such service at any time with or without cause or notice and whether or not such termination results in (a) the failure of any Award to vest; (b) the forfeiture of any unvested or vested portion of any Award; and/or (c) any other adverse effect on the individual's interest under this Agreement, the Plan, or the Grant Agreement.

16. Notices. All notices and other communications made or given pursuant to this Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by certified mail, addressed to the Stockholder at the address contained in the records of the Company, or addressed to the Company for the attention of its Corporate Secretary at its principal executive office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

17. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

18. Stockholder. Whenever the word "*Stockholder*" is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to the Stockholder's estate, personal representative, beneficiary to whom the Shares may be transferred by will or by the laws of descent and distribution, transferees, successors or assignees, the word "*Stockholder*" shall be deemed to include such persons.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

20. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Stockholder.

21. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Delaware, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect hereto will be brought in the federal or state courts in the districts which include the principal executive offices of the Company, and the Stockholder hereby agrees and submits to the personal jurisdiction and venue thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DATADOG, INC.

By: _____

Name: _____
Print

Title: _____

STOCKHOLDER

Signature

Name: _____

Address: _____

If the Stockholder resides in a community property state, including Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, or Wisconsin, the Stockholder's spouse must execute the following Consent of Community Property Spouse

Consent of Community Property Spouse

The undersigned spouse of the Stockholder has read, understands, and hereby approves the purchase of shares of Common Stock pursuant to this Stock Restriction Agreement and the related Grant Agreement between the Stockholder and the Company (the "***Agreements***"). In consideration of the Company's granting my spouse the right to purchase the Shares as set forth in the Agreements, the undersigned hereby agrees to be irrevocably bound by the Agreements and further agrees that any community property interest shall similarly be bound by the Agreements. The undersigned hereby appoints the Stockholder as my attorney-in-fact with respect to any amendment or exercise of any rights under the Agreements.

Date: _____

_____
Signature of Stockholder's Spouse

Address _____

_____

_____

Exhibit N

Restricted Stock Award Documents

NOT FOR USE WITH CA RESIDENTS

DATADOG, INC.
RESTRICTED STOCK AWARD NOTICE

This Restricted Stock Award Notice (this "***Notice***") evidences the award of shares of common stock, par value $0.00001 per share ("***Common Stock***"), of Datadog, Inc., a Delaware corporation (the "***Company***"), that have been granted to you, [NAME], subject to and conditioned upon your agreement to the terms of the attached Restricted Stock Award Agreement (the "***Award Agreement***"). The number of shares granted to you is specified below. This Notice constitutes part of and is subject to the terms and provisions of the Award Agreement and the Datadog, Inc. 2012 Equity Incentive Plan (the "***Plan***"), which are incorporated by reference herein. ***You must return an executed copy of this Notice to the Company within 30 days of the date hereof. If you fail to do so, the grant of Shares may be rendered null and void in the Company's discretion.***

Grant Date: [GRANT DATE]

Vesting Base Date: [VESTING BASE DATE]

Number of Options: [NUMBER] shares of Common Stock (the "***Shares***")

Fair Market Value: [VALUE] per Share, as determined by the Administrator

Vesting Schedule: Subject to the terms and conditions described in the Award Agreement, the Shares vest in accordance with the schedule below:

(a) [_____]of the Shares vest on the first anniversary of the Vesting Base Date (the "***Initial Vesting Date***"), and

(b) [_____]% of the Shares vest on the date [_____] after the Initial Vesting Date and on such date every [_____] thereafter, through the [_____] anniversary of the Vesting Base Date.

The extent to which the Shares are vested as of a particular date is rounded down to the nearest whole share. However, vesting is rounded up to 100% on the [_____] anniversary of the Vesting Base Date.

IF YOUR SERVICE WITH THE COMPANY CEASES FOR ANY REASON PRIOR TO THE DATE THAT ALL OF THE SHARES ARE VESTED, YOU WILL AUTOMATICALLY FORFEIT TO THE COMPANY FOR NO CONSIDERATION ALL SHARES THAT ARE UNVESTED AS OF SUCH TIME. Other than as provided in the Award Agreement, you shall have all rights of ownership with respect to the Shares, including the right to vote and to receive dividends (including stock dividends and cash dividends).

DATADOG, INC.

By: _____
Name:
Title:

I acknowledge that I have carefully read the attached Agreement and the Plan and agree to be bound by all of the provisions set forth in these documents.

Enclosures: **Restricted Stock Award Agreement**
Ex. A – Assignment Separate from Certificate
Ex. B - Joint Escrow Instructions
Ex. C - Consent of Spouse
Datadog, Inc. 2012 Equity Incentive Plan

AWARDEE

_____
Date: _____

RESTRICTED STOCK AWARD AGREEMENT
UNDER THE
DATADOG, INC. 2012 EQUITY INCENTIVE PLAN

1. Terminology. Capitalized terms used in this Agreement are defined in the correlating Restricted Stock Award Notice (the "***Notice***") and/or the Glossary at the end of this Agreement.

2. Award Terms, Vesting and Escrow.

(a) Grant of Shares. Awardee was granted the Shares on the Grant Date specified in the Notice, subject to the terms and conditions of the Notice (which is incorporated herein by reference) and pursuant to this Agreement. Awardee hereby accepts the Shares as described in the Notice and agrees that the Shares shall be subject to the terms, conditions and restrictions set forth in this Agreement and the Plan.

(b) Vesting of Shares. The Shares will vest in accordance with the vesting schedule identified in the Notice (the "***Vesting Schedule***") so long as your Service continues through each applicable date upon which vesting is scheduled to occur. As of each such date, any of the Shares that have then vested are referred to in this Agreement as "***Vested Shares***," and any Shares that have not yet then vested are referred to as "***Unvested Shares***."

(c) Escrow of Shares.

(i) To ensure the availability for delivery of Awardee's Unvested Shares upon forfeiture pursuant to Section 3 below, Awardee shall, upon execution of this Agreement, deliver and deposit with an escrow holder designated by the Company (the "***Escrow Holder***") the share certificates representing the Unvested Shares, together with the stock assignment duly endorsed in blank, attached hereto as Exhibit A. The Unvested Shares and stock assignment shall be held by the Escrow Holder, pursuant to the Joint Escrow Instructions of the Company and Awardee attached hereto as Exhibit B, until such time as the Shares vest. As a further condition to the Company's obligations under this Agreement, the Company may require the spouse of Awardee to execute and deliver to the Company the Consent of Spouse attached hereto as Exhibit C. The Escrow Holder shall not be liable for any act it may do or omit to do with respect to holding the Unvested Shares in escrow while acting in good faith and in the exercise of its judgment.

(ii) If the Unvested Shares are forfeited, the Escrow Holder, upon receipt of written notice of such exercise from the proposed transferee, shall take all steps necessary to accomplish such transfer.

(iii) When any Share vests, upon request, the Escrow Holder shall promptly cause a new certificate to be issued for the vested Share and shall deliver the certificate to the Company or Awardee, as the case may be.

3. Termination of Service.

(a) Forfeiture of Unvested Shares. If your Service with the Company ceases for any reason prior to the date that all of the Shares are vested, Awardee shall automatically forfeit to the Company for no consideration all Unvested Shares as of such time.

(b) Change in Status. In the event that your Service is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part or an Affiliate of the Company, your Service will be deemed to have terminated for purposes of this Section 3 upon such cessation if your Service does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

4. Awardee Covenants. In consideration of the Shares granted to Awardee pursuant to this Agreement and the service relationship (continuing or otherwise) of Awardee with the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of protecting its confidential information, assets and goodwill by avoiding unauthorized disclosure of the Company's confidential information at any time, Awardee agrees and covenants as follows:

(a) Definitions.

(i) As used herein "***Customers***" means all past, current and prospective persons, firms or entities that have either sought or received products, goods or services from the Company, have contacted the Company for the purpose of seeking products, goods or services or have been contacted by the Company for the purpose of providing products, goods or services during his employment or other service relationship, and all persons, firms, or entities subject to the control of those persons, firms, or entities. The Customers covered by this Agreement shall include, but not be limited to, any Customer or potential Customer of the Company at any time during Awardee's employment or other service relationship with the Company, whether or not Awardee had any personal contact or relationship with such individuals or entities.

(ii) As used herein, "***Confidential Information***" means all information, whether or not in writing, of a private, secret or confidential nature, concerning the Company, including without limitation, its business, business relationships, financial affairs, technology and inventions, including without limitation, information about the Company's methods of operation, manufacturing, selling, marketing, promoting or otherwise providing products, goods or services, financial data, personnel data, the existence and identity of existing or potential Customers, suppliers, officers, directors, agents, vendors, owners, shareholders, contractors, partners, representatives, advisors, and consultants of the Company or any contractual relationships or arrangements with third parties.

(b) Nondisclosure of Confidential Information. Awardee recognizes, acknowledges and agrees that:

(i) Confidential Information was developed by the Company at considerable expense, that this information is a valuable Company asset and part of its goodwill, that this information is vital to the Company's success and is the sole property of the Company;

(ii) during Awardee's employment or other service relationship with the Company, Awardee will have access to, come into possession of, work with and become familiar with the Company's Confidential Information; that Awardee may be called upon to establish close relationships with the Company's Customers, suppliers, and employees of the Company; and that the success of the Company's business depends in large part on Awardee's personal conduct in contacting and establishing relationships with Customers, suppliers and employees of the Company;

(iii) the value to Awardee of the enhancement of Awardee's professional experience and credentials by virtue of Awardee's employment or other service relationship with the Company;

(iv) during Awardee's employment or other service relationship and following the termination thereof, whether voluntary or involuntary, whether with or without cause, and whether with or without notice, Awardee will not, on Awardee's own behalf or as a partner, officer, director, employee, agent, advisor or consultant of any other person or entity, directly or indirectly, disclose the Company's Confidential Information to any person or entity other than agents of the Company, and Awardee will not use or aid others in obtaining or using any such Confidential Information without the express written permission of the Chief Executive Officer of the Company;

(v) use or disclosure of such Confidential Information, other than as specifically permitted under this Agreement, might reasonably be construed to be contrary to the interests of the Company and Awardee will not use or disclose to others any such Confidential Information of the Company except for the benefit of the Company in connection with the performance of Awardee's employment or other service relationship with the Company;

(vi) Awardee will immediately inform the Company of any unauthorized disclosures of Confidential Information that come to Awardee's attention;

(vii) the obligations under this Section 4 with respect to the Confidential Information will survive the termination of his employment or service relationship with the Company unless and until such Confidential Information becomes public knowledge and becomes matter in the public domain through no act or omission by Awardee;

(viii) all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, display screen printouts or other written, photographic, or other tangible material containing Confidential Information, whether created by Awardee or others, which shall come into Awardee's custody or possession, shall be and are the exclusive property of the Company; and Awardee will deliver to the Company all such materials and copies thereof and all tangible property of the Company in Awardee's custody or possession upon the earlier of (a) a request by the Company or (b) termination of Awardee's service relationship with the Company, whether voluntary or involuntary, whether with or without cause, and whether with or without notice; and

(ix) the obligations under this Section with respect to the Confidential Information also extend to such similar types of information, materials and tangible property of the Customers of and suppliers to the Company, as well as other third parties who may have disclosed or entrusted the same to Awardee or the Company.

(c) Nonsolicitation. During the period of Awardee's employment or other service relationship with the Company, and for a period of twelve (12) months after the termination or expiration thereof for any reason, whether voluntary or involuntary, whether with or without cause, whether with or without notice and without limiting the applicability of any other provisions of this Agreement that are intended to operate after such termination or expiration, Awardee recognizes, acknowledges and agrees that Awardee will not, directly or indirectly (other than as the holder of not more than 1% of the total outstanding stock of a publicly held company), either on Awardee's own behalf or as an owner, shareholder, partner, member, participant, officer, director, employee, agent, representative, advisor or consultant of any other individual, entity or enterprise, do or attempt to do any of the following:

(i) solicit, encourage or induce any current or prospective Customers, suppliers, vendors or contractors of the Company to terminate or adversely modify any business relationship with the Company or not to proceed with, enter into, renew or continue any business relationship with the Company, or otherwise interfere with any business relationship between the Company and any such person; or

(ii) solicit, encourage or induce any current or prospective Customers to purchase, or otherwise contract for, any products, goods or services the same as or similar to any of the products, goods or services sold, provided, promoted, marketed or offered by the Company; or

(iii) solicit, encourage or induce any officer, director, employee, agent, partner, consultant or independent contractor of the Company to terminate an employment or relationship with the Company, supervise, employ or engage any such person, or otherwise interfere with or disrupt the Company's relationship with any such person; or

(iv) engage in any act involving dishonesty, bad faith or lack of integrity or candor with respect to the Company, including, without limitation, disparaging the Company or any of its directors, officers, consultants, employees or stockholders.

(d) Assignment. Awardee will promptly disclose and describe to the Company all Inventions (as defined below) made, conceived, developed or reduced to practice, whether jointly or with others, within the scope of Awardee's employment or other service relationship with the Company (hereafter, "***Company Inventions***"). Awardee hereby assigns and will assign to Company or Company's designee all of Awardee's right, title and interest in and to any and all Company Inventions. For purposes of this Agreement, "***Inventions***" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.

(e) Enforceability. If any restriction set forth in this Section 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend only over the maximum period of time, range of activities and/or geographic area as to which it may be enforceable.

(f) Acknowledgement as to Reasonableness. Awardee recognizes, acknowledges and agrees that if his employment or other service relationship with the Company terminates for any valid or other reason, Awardee can earn a livelihood without violating any of the restrictions contained in this Section 4. Awardee also recognizes, acknowledges and agrees that the Company's business, with and through any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Company, including any parent of the Company or subsidiary of the Company, is national in scope and that the time period and scope of the foregoing restrictions are reasonable and necessary for the protection of the Company's valid business interests.

(g) Termination of Shares/Recapture Payment. Awardee further recognizes and acknowledges that it would be difficult to ascertain the damages arising from a violation of the covenants set forth in this Section 4. Accordingly, notwithstanding anything herein to the contrary, if the Administrator or its delegate, in its sole discretion, determines that Awardee has engaged in any activity that contravenes the covenants set forth in this Section 4, Awardee agrees that, with respect to any Shares that have become Vested Shares within 180 days before the termination of your Service (the "***Recapture Shares***"), Awardee agrees to pay to the Company, within 30 days of when the Company delivers written notice to Awardee, a "***Recapture Payment***." The Recapture Payment may be paid in cash, Recapture Shares, or a combination of cash or Recapture Shares. If paid in cash, the Recapture Payment shall be an amount equal to the Fair Market Value of the shares as of the effective date of the termination of your Service (or, if higher, the Fair Market Value of the shares as of the date you violated one or more of the covenants set forth in this Section 4). If paid in Recapture Shares, the Recapture Payment shall be paid by Awardee by delivering to the Company share certificates evidencing the Recapture Shares, together with a stock power, endorsed in blank. As soon as practicable after receipt of the stock certificates and stock power properly endorsed, the Company will pay to Awardee an amount equal to the Fair Market Value of the shares as of the effective date of the termination of your Service (or, if lower, the Fair Market Value of the shares as of the date you violated one or more of the covenants set forth in this Section 4). Collection of the Recapture Payment shall not be a waiver of any other rights which the Company may have under this Agreement or any other agreement entered into between Awardee and the Company, including the right to receive money damages or enforce equitable remedies.

(h) Coordination With Other Agreements. To the extent that Awardee is a party to any agreement with the Company that contains the same or similar covenants as those set forth in this Section 4 (hereinafter referred to as the "***Other Agreement***"), Awardee and the Company expressly agree that any remedy available to the Company under this Agreement is in addition to, and does not limit the enforceability of, any remedy available to the Company under such Other Agreement.

5. Equitable Relief. Awardee acknowledges and agrees that the covenants set forth in Section 4 of this Agreement are reasonable and necessary for the protection of the Company's valid business interests and that any breach by Awardee of any of the provisions contained in this Agreement will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of a breach of any of the covenants set forth in Section 4 of this Agreement by Awardee, in addition to

any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, and any other form of equitable relief, and the Company is entitled to recover from Awardee the costs and attorneys' fees it incurs to recover under this Agreement. This provision is not a waiver of any other rights which the Company may have under this Agreement or any other agreement entered into between Awardee and the Company, including the right to receive money damages, to terminate the Shares, and/or to collect the Recapture Payment.

6. Restrictions on Transfer.

(a) Transfers Prohibited. At any time prior to the date of the closing of the first public offering of securities of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933 (the "***Securities Act***") or the exchange of the Shares for shares of an entity that are so registered, Awardee may not sell or otherwise transfer or assign for cash, cash equivalents or any other form of consideration, including a promissory note, all or any part of his or her Shares. Any attempted transfer of any Shares in violation of the provisions of this Agreement shall be null and void.

(b) Exempt Family Transactions. Notwithstanding the provisions of Section 6(a), Awardee may transfer any or all of Awardee's Shares, either during Awardee's lifetime or on death by will or the laws of descent and distribution, to one or more members of Awardee's immediate family, to a trust for the exclusive benefit of Awardee or such immediate family members, to any other entity owned exclusively by Awardee or such immediate family members, or to any combination of the foregoing (each, a "***Permitted Transferee***"); provided, however, that Awardee may not make any transfers pursuant to any divorce or separation proceedings or settlements. "***Immediate family member***" shall mean spouse, children, grandchildren, parents or siblings of Awardee, including in each case in-laws and adoptive relations.

(c) Registration Statement Transfer. Awardee may transfer the Shares pursuant to a registration statement filed by the Company with the Securities and Exchange Commission with respect to the Shares.

(d) Conditions to Transfer. Notwithstanding anything to the contrary contained elsewhere in this Section 6, except with respect to a transfer pursuant to Section 6(c), any Permitted Transferee of Awardee shall receive and hold such stock subject to the provisions of this Agreement, and, as a condition of such transfer, shall deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement. There shall be no subsequent transfer of such stock except in accordance with this Section 6.

(e) Termination of Restrictions on Transfer. The foregoing restrictions on transfer in this Section 6 shall terminate upon the closing of the first public offering of securities of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933 that results in aggregate gross proceeds to the Company of at least $25 million with a pre-money valuation of at least $50 million or the exchange of the Shares for shares of an entity that are so registered.

7. Effect of Prohibited Transfer. The Company shall not be required to (a) transfer on its books any of the Shares that have been sold or transferred in violation of any of the provisions set forth in this Agreement, or (b) treat as owner of such Shares or to pay dividends or other distributions to any transferee to whom any such Shares shall have been so sold or transferred.

8. Company's Repurchase Right.

(a) Repurchase Right. Upon the termination of Awardee's employment or service relationship with the Company for any reason, the Company will have a discretionary call right (the "***Repurchase***

Right"), exercisable during the 180 day period following the date of such cessation, to purchase any or all of the Shares from Awardee or Awardee's personal representative, estate, heirs, legatees, or Permitted Transferees, as the case may be, and such persons shall have the obligation to sell such Shares upon written request; provided, however, that if Awardee's cessation of Service occurs within 180 days after the Shares were issued, then, in lieu of the foregoing period, the Repurchase Right shall be exercisable by the Company during the 180 day period that commences on the 180 first (181st) day after such issue date.

(b) Implementation of Repurchase Right. The Repurchase Right shall be exercised by giving written notice to Awardee or Awardee's personal representative, estate, heirs, legatees, or Permitted Transferees, as the case may be, within the applicable period described in the preceding sentence, of the Company's intention to purchase Shares and stating the number of Shares to be purchased. The completion of the purchase shall take place at the principal office of the Company or such other location specified by the Company, no later than the fifteenth (15th) business day after the delivery of such notice. The per-share purchase price for Shares purchased pursuant to this Section 8 shall be equal to the Fair Market Value on the purchase date. The Fair Market Value of Shares shall be determined in good faith by the Administrator of the Company in accordance with the terms of the Plan. In making such determination, the Administrator may take into account any valuation factors it deems appropriate or advisable in its sole discretion, including, without limitation, profitability, financial position, asset value or other factor relating to the value of the Company, as well as discounts to account for minority interests and lack of marketability. In the discretion of the Company, payment of the purchase price will be made via delivery of cash, check, wire transfer, cancellation of indebtedness, a promissory note, or a combination of such methods, against delivery of certificates or other instruments representing the Shares so purchased, appropriately endorsed or executed by the holder. Any such promissory note will provide for substantially equal installments, payable at least annually, over a period not to exceed five years and will accrue interest at the applicable federal rate in effect under Section 1274(d) of the Internal Revenue Code of 1986, as amended, as of the settlement date, compounded annually.

(c) Limitation on and Expiration of Repurchase Right. Notwithstanding the foregoing, the Repurchase Right of the Company described in this Section 8 shall terminate upon the closing of the first public offering of securities of the Company that is effected pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act or the exchange of the Shares for shares of an entity that are so registered.

9. Drag-Along Right. Notwithstanding anything contained herein to the contrary, if at any time any shareholder of the Company, or group of shareholders, owning a majority or more of the voting capital stock of the Company (hereinafter, collectively the "***Transferring Shareholders***") proposes to enter into any transaction involving (a) a sale of more than 50% of the outstanding voting capital stock of the Company in a non-public sale or (b) any merger, share exchange, consolidation or other reorganization or business combination of the Company immediately after which a majority of the directors of the surviving entity is not comprised of persons who were directors of the Company immediately prior to such transaction or after which persons who hold a majority of the voting capital stock of the surviving entity are not persons who held voting capital stock of the Company immediately prior to such transaction (a "***Change-in-Control Transaction***") the Company may require Awardee to participate in such Change-in-Control Transaction with respect to all or such number of Awardee's Shares as the Company may specify in its discretion, by giving Awardee written notice thereof at least 10 days in advance of the date of the transaction or the date that tender is required, as the case may be. Upon receipt of such notice, Awardee shall tender the specified number of Shares, at the same price and upon the same terms and conditions applicable to the Transferring Shareholders in the transaction or, in the discretion of the acquirer or successor to the Company, upon payment of the purchase price to Awardee in immediately available funds. In addition, if at any time the Company and/or any Transferring Shareholders propose to enter into any such Change in Control transaction, the Company may require Awardee to vote in favor of such transaction, where approval of the shareholders is required by law or otherwise sought, by giving Awardee notice thereof within the time prescribed by law and the Company's Certificate of Incorporation and Bylaws for giving notice of a meeting of shareholders called for the purpose of approving such transaction. If the Company requires such vote, Awardee agrees that he or she will, if requested, deliver his or her proxy to the person designated by the Company to vote his or her Shares in favor of such Change-in-Control Transaction.

10. Company's Right to Defer Payments. Notwithstanding anything herein to the contrary, no payment shall be made under this Agreement, or under any promissory note issued by the Company pursuant to this Agreement, that would cause the Company to violate any law, or any rights or preference of preferred shareholders of the Company, any banking agreement or loan or other financial covenant or cause default of any senior indebtedness of the Company, regardless of when such agreement, covenant or indebtedness was created, incurred or assumed. Any payment under this Agreement that would cause such violation or default shall be deferred until, in the sole discretion of the Board of Directors of the Company, such payment shall no longer cause any such violation or default. Any payment deferred in consequence of the provisions of the preceding sentence shall bear simple interest from the date such payment would otherwise have been made to the date when such payment is actually made, at a rate which is equal to the prime rate of interest published in the Wall Street Journal on the date such payment would otherwise have been made, but in no event shall such rate of interest exceed 10% per annum. The Company shall pay interest at the same time as it makes the payment to which such interest relates.

11. Restrictive Legend. All certificates representing Shares shall have affixed thereto a legend in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

> The shares of stock represented by this certificate are subject to restrictions on transfer, an option to purchase and a market stand-off agreement set forth in a certain Restricted Stock Award Notice and Restricted Stock Award Agreement (collectively, the "Agreement") between the corporation and the registered owner of this certificate (or his or her predecessor in interest), and no transfer of such shares may be made without compliance with the Agreement. A copy of the Agreement is available for inspection at the office of the corporation upon appropriate request without charge.
>
> The securities represented by this stock certificate have not been registered under the Securities Act of 1933 (the "Act") or applicable state securities laws (the "***State Acts***"), and shall not be sold, pledged, hypothecated, donated, or otherwise transferred (whether or not for consideration) by the holder except upon the issuance to the corporation of a favorable opinion of its counsel and/or submission to the corporation of such other evidence as may be satisfactory to counsel for the corporation, to the effect that any such transfer shall not be in violation of the Act and the State Acts.

12. Investment Representations. Awardee represents, warrants and covenants as follows:

(a) Awardee is acquiring the Shares for Awardee's own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act, or any rule or regulation under the Securities Act.

(b) Awardee understands that the Shares are being issued without registration under the Securities Act, in reliance upon one or more exemptions contained in the Securities Act, and such reliance is based in part on the above representation. Awardee also understands that the Company is not obligated to comply with the registration requirements of the Securities Act or with the requirements for an exemption under Regulation A under the Securities Act for Awardee's benefit.

(c) Awardee has had such opportunity as Awardee deemed adequate to obtain from representatives of the Company such information as is necessary to permit Awardee to evaluate the merits and risks of the acquiring the Shares.

(d) Awardee has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the acquisition of the Shares and to make an informed investment decision with respect to such acquisition.

(e) Awardee can afford a complete loss of the value of the Shares and is able to bear the economic risk of holding such Shares for an indefinite period.

(f) Awardee understands that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available and, therefore, they may need to be held indefinitely; and (iii) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act. As a condition to any transfer of the Shares, Awardee understands that the Company may require an opinion of counsel satisfactory to the Company to the effect that such transfer does not require registration under the Securities Act or any state securities law.

13. Adjustments for Stock Splits, Stock Dividends, etc.

(a) If from time to time there is any spin-off, stock split-up, stock dividend, stock distribution or other reclassification of the Common Stock of the Company, any and all new, substituted or additional securities to which Awardee is entitled by reason of his or her ownership of the Shares shall be immediately subject to the restrictions on transfer and other provisions of this Agreement in the same manner and to the same extent as the Shares.

(b) If the Shares are converted into or exchanged for, or shareholders of the Company receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of the Company or acquisition of its assets, then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Shares.

14. Market Stand-Off. Following the effective date of a registration statement of the Company filed under the Securities Act, Awardee, for the duration specified by and to the extent requested by the Company and an underwriter of Common Stock or other securities of the Company, shall not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such securities, whether any such aforementioned transaction is to be settled by delivery of such securities or other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, in each case during the seven days prior to and the 180 days after the effectiveness of any underwritten offering of the Company's equity securities (or such longer or shorter period as may be requested in writing by the managing underwriter and agreed to in writing by the Company) (the "***Market Stand-Off Period***"), except as part of such underwritten registration if otherwise permitted. In addition, Awardee agrees to execute any further letters, agreements and/or other documents requested by the Company or its underwriters which are consistent with the terms of this Section 14. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Stand-Off Period.

15. The Company's Rights. None of the Shares, this Agreement or any of the transactions or agreements contemplated thereby shall affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

16. Tax Consequences.

(a) Awardee has reviewed with Awardee's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. Awardee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Awardee understands that Awardee (and not the Company) shall be responsible for Awardee's own tax liability that may arise as a result of the transactions contemplated by this Agreement. Awardee understands that Section 83 of the Code taxes as ordinary income the difference between the purchase price for the Shares and the fair market value of the Shares as of the date any restrictions on the Shares lapse. In this context, "restriction" includes the provisions regarding the forfeiture of Unvested Shares.

(b) Upon the vesting of any Shares and, prior to the delivery of any Shares to Awardee or the release of any Shares from escrow, the Company shall have the right, in its discretion, to require Awardee to remit to the Company an amount sufficient to satisfy any federal, state, and local taxes that the Company determines are required to be withheld with respect to such Shares. Awardee further agrees that if he or she does not remit such amounts prior to the date the Shares vest under the Vesting Schedule, the Company shall have the right, in its discretion, to withhold from the Shares such number of Shares having a fair market value, as determined by the Administrator in its discretion, equal to or less than the minimum amount of taxes required to be withheld with respect to the Shares. For this purpose, the fair market value of the withheld Shares shall be determined as of the date the forfeiture conditions lapse (vesting date).

(c) Awardee further authorizes, at the time that any Shares vest, in whole or in part, or at any time thereafter as requested by the Company, the Company to withhold from payroll or any other payment of any kind due to Awardee and otherwise agree to make adequate provision for foreign, federal, state and local taxes required by law to be withheld, if any, which arise in connection with the vesting of the Shares. The Company may, in its sole discretion, permit you to satisfy, in whole or in part, any withholding tax obligation which may arise in connection with the Shares either by electing to have the Company withhold from the Shares to be released from escrow that number of Shares, or by electing to deliver to the Company already-owned shares, in either case having a fair market value, as determined by the Board in its discretion, not in excess of the amount necessary to satisfy the statutory minimum withholding amount due.

17. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Any conflict between the terms of this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is provided to you with this Agreement.

18. Section 409A. This Agreement and the Awards granted hereunder are intended to comply with, or otherwise be exempt from, Section 409A of the Code. Nothing in this Agreement shall be construed as including any feature for the deferral of compensation other than the deferral of recognition of income until the lapse of the forfeiture conditions in accordance with Section 83 of the Code. Should any provision of this Agreement be found not to comply with, or otherwise be exempt from, the provisions of Section 409A of the Code, it may be modified and given effect, in the sole discretion of the Administrator and without requiring Awardee's consent, in such manner as the Administrator determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A of the Code. The foregoing, however, shall not be construed as a guarantee by the Company of any particular tax effect to Awardee.

19. Electronic Delivery of Documents. By your signing the Notice, you (a) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the Shares, and any reports of the Company provided generally to the Company's stockholders; (b) acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company by telephone or in writing; (c) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (d) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

20. No Future Entitlement. By execution of the Notice, you acknowledge and agree that: (a) the grant of the Shares is a one-time benefit which does not create any contractual or other right to receive future grants of stock-based awards, or compensation in lieu of stock-based awards, even if stock-based awards have been granted repeatedly in the past; (b) all determinations with respect to any such future grants, including, but not limited to, the times when stock-based awards shall be granted or shall become exercisable (as applicable), the maximum number of shares subject to each stock-based awards, and the purchase price (as applicable), will be at the sole discretion of the Administrator; (c) the Company does not guarantee any future value of the Shares; and (g) no claim or entitlement to compensation or damages arises if the Shares do not increase in value and you irrevocably release the Company from any such claim that does arise.

21. No Rights To Employment. Nothing contained in the Notice, this Agreement or the Plan shall confer any right on an individual to continue in the service of the Company or shall interfere in any way with the right of the Company to terminate such service at any time with or without cause or notice and whether or not such termination results in (a) the failure of any stock-based award to vest; (b) the forfeiture of any unvested or vested portion of any stock-based award; and/or (c) any other adverse effect on the individual's interest under the Notice, this Agreement or the Plan.

22. Personal Data. For the purpose of implementing, administering and managing the Shares, you, by execution of the Notice, consent to the collection, receipt, use, retention and transfer, in electronic or other form, of your personal data by and among the Company and its third party vendors or any potential party to any Change in Control transaction or capital raising transaction involving the Company. You understand that personal data (including but not limited to, name, home address, telephone number, employee number, employment status, social security number, tax identification number, date of birth, nationality, job and payroll location, data for tax withholding purposes and shares awarded, cancelled, exercised, vested and unvested) may be transferred to third parties assisting in the implementation, administration and management of the Shares and the Plan and you expressly authorize such transfer as well as the retention, use, and the subsequent transfer of the data by the recipient(s). You understand that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country. You understand that data will be held only as long as is necessary to implement, administer and manage the Shares. You understand that you may, at any time, request a list with the names and addresses of any potential recipients of the personal data, view data, request additional information about the storage and processing of data, require any necessary amendments to data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Secretary. You understand, however, that refusing or withdrawing your consent may affect your ability to accept a stock option.

23. Risk and Financial Information Disclosure. For purposes of claiming an exemption from registration under Rule 12h-1(f)(1) under the Securities Exchange Act of 1934, the Company may decide to provide you, every six (6) months, with the information described in Rules 701(e)(3), (4), and (5) under the Securities Act of 1933 (risk and financial information relating to the Company), with any such financial statements being not more than 180 days old. Any such information may be provided either by physical or electronic delivery or by written notice of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. You may be required to execute an agreement to keep the information confidential as a condition precedent to the provision of the information. Any such agreement shall be executed in such manner and form as the Administrator may require from time to time. Notwithstanding the foregoing, the Company shall have no initial or continuing obligation to provide you with the information described in this Section 23, except as otherwise required by applicable law.

24. Invalidity or Unenforceability. It is the intention of the Company and Awardee that this Agreement shall be enforceable to the fullest extent allowed by law. In the event that a court having jurisdiction holds any provision of this Agreement to be invalid or unenforceable, in whole or in part, the Company and Awardee agree that, if allowed by law, that provision shall be reduced to the degree necessary to render it valid and enforceable without affecting the rest of this Agreement.

25. Waiver. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and Awardee and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the terms, conditions and restrictions set forth in this Agreement. The Company may assign its rights under this Agreement to a third party, provided that such assignee agrees to be bound by all of the Company's obligations under this Agreement.

27. Notices. All notices and other communications made or given pursuant to this Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by certified mail, addressed to Awardee at the address contained in the records of the Company, or addressed to the Company for the attention of its Company Secretary at its principal executive office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

28. Headings; Pronouns. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

29. Awardee. Whenever the word "***Awardee***" is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to Awardee's estate, personal representative, beneficiary to whom the Shares may be transferred by will or by the laws of descent and distribution, transferees, successors or assignees, "***Awardee***" shall be deemed to include such persons.

30. Entire Agreement. This Agreement, together with the correlating Notice and the Plan, contain the entire agreement between you and the Company with respect to the Shares. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the Shares shall be void and ineffective for all purposes.

31. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and Awardee.

32. Governing Law. The validity, construction, and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Delaware, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect hereto will be brought in the federal or state courts in the district which includes the city or town in which the Company's principal executive office is located, and you hereby agree and submit to the personal jurisdiction and venue thereof.

{*Glossary begins on next page*}

GLOSSARY

(a) "***Affiliate***" has the meaning set forth in the Plan.

(b) "***Cause***" has the meaning ascribed to such term or words of similar import in your written employment or service contract with the Company as in effect at the time at issue and, in the absence of such agreement or definition, means your (i) conviction of, or plea of nolo contendere to, a felony or crime involving moral turpitude; (ii) fraud on or misappropriation of any funds or property of the Company, any affiliate, customer or vendor; (iii) personal dishonesty, incompetence, willful misconduct, willful violation of any law, rule or regulation (other than minor traffic violations or similar offenses) or breach of fiduciary duty which involves personal profit; (iv) willful misconduct in connection with your duties or willful failure to perform your responsibilities in the best interests of the Company; (v) illegal use or distribution of drugs; (vi) violation of any Company rule, regulation, procedure or policy; or (vii) breach of any provision of any employment, non-disclosure, non-competition, non-solicitation or other similar agreement executed by you for the benefit of the Company, including without limitation this Agreement, all as determined by the Administrator, which determination will be conclusive.

(c) "***Change in Control***" has the meaning set forth in the Plan.

(d) "***Code***" means the Internal Revenue Code of 1986, as amended.

(e) "***Company***" includes Datadog, Inc. and its Affiliates, except where the context otherwise requires. For purposes of determining whether a Change in Control has occurred, Company shall mean only Datadog, Inc.

(f) "***Fair Market Value***" of a share of Common Stock generally means either the closing price or the average of the high and low sale price per share of Common Stock on the relevant date, as determined in the Administrator's discretion, as reported by the principal market or exchange upon which the Common Stock is listed or admitted for trade. Refer to the Plan for a detailed definition of Fair Market Value, including how Fair Market Value is determined in the event that no sale of Common Stock is reported on the relevant date.

(g) "***Service***" means your employment or other service relationship with the Company and its Affiliates. Your Service will be considered to have ceased with the Company and its Affiliates if, immediately after a sale, merger or other corporate transaction, the trade, business or entity with which you are employed or otherwise have a service relationship is not the Company or its successor or an Affiliate of the Company or its successor.

(h) "***You***" or "***Your***" means the recipient of the award of Shares as reflected on the Restricted Stock Award Notice. Whenever the Agreement refers to "you" under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to your estate, personal representative, or beneficiary to whom the Shares may be transferred by will or by the laws of descent and distribution, the word "you" shall be deemed to include such person.

EXHIBIT A

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED I, _____, hereby sell, assign and transfer unto Datadog, Inc. _____ (_____) shares of the Common Stock of Datadog, Inc., standing in my name of the books of said corporation represented by _____ herewith and do hereby irrevocably constitute and appoint _____ to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

This Stock Assignment may be used only in accordance with the Restricted Stock Award Notice and Restricted Stock Award Agreement between Datadog, Inc. and the undersigned dated _____, 20___.

_____
Signature

_____
Date

INSTRUCTIONS: Please do not fill in any blanks other than the signature line. The purpose of this assignment is to enable the Company to effect the forfeiture of any Unvested Shares, as set forth in the Agreement, without requiring additional signatures on the part of Awardee.

EXHIBIT B

JOINT ESCROW INSTRUCTIONS

[DATE]

Company Secretary
Datadog, Inc.

_____

_____

Dear Company Secretary:

As Escrow Agent for both Datadog, Inc., a Delaware corporation (the "Company"), and the undersigned recipient of stock of the Company ("Awardee"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Restricted Stock Award Notice and Restricted Stock Award Agreement (collectively, the "Agreement") between the Company and the undersigned, in accordance with the following instructions:

1. In the event that Awardee's stock in the Company is forfeited in accordance with the terms of the Agreement, the Company shall give to Awardee and you a written notice specifying the number of shares of stock that are forfeited and the effective date of such forfeiture. Awardee and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

2. At the closing, you are directed (a) to date the stock assignments necessary for the transfer in question, (b) to fill in the number of shares being transferred, and (c) to deliver same, together with the certificate evidencing the shares of stock to be transferred, to the Company or its assignee.

3. Awardee irrevocably authorizes the Company to deposit with you any certificates evidencing shares of stock to be held by you hereunder and any additions and substitutions to said shares as defined in the Agreement. Awardee does hereby irrevocably constitute and appoint you as Awardee's attorney-in-fact and agent for the term of this escrow to execute with respect to such securities all documents necessary or appropriate to make such securities negotiable and to complete any transaction herein contemplated, including but not limited to the filing with any applicable state blue sky authority of any required applications for consent to, or notice of transfer of, the securities. Subject to the provisions of this paragraph 3, Awardee shall exercise all rights and privileges of a stockholder of the Company while the stock is held by you.

4. Upon written request of Awardee, but no more than once per calendar year, you shall deliver to Awardee a certificate or certificates representing so many shares of stock as are not then unvested. Within 30 days after Awardee ceases to be a Service provider, you shall deliver to Awardee a certificate or certificates representing the aggregate number of shares held or issued pursuant to the Agreement and not forfeited to the Company or its assignees pursuant to the Agreement.

5. If at the time of termination of this escrow you should have in your possession any documents, securities, or other property belonging to Awardee, you shall deliver all of the same to Awardee and shall be discharged of all further obligations hereunder.

6. Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for Awardee while acting in good faith, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

8. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree, you shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

9. You shall not be liable in any respect on account of the identity, authorities or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

10. You shall not be liable for the outlawing of any rights under the statute of limitations with respect to these Joint Escrow Instructions or any documents deposited with you.

11. You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder, may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefore.

12. Your responsibilities as Escrow Agent hereunder shall terminate if you shall cease to be an officer or agent of the Company or if you shall resign by written notice to each party. In the event of any such termination, the Company shall appoint a successor Escrow Agent.

13. If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

14. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such disputes shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

15. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties thereunto entitled at the following addresses or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto.

COMPANY:	Datadog, Inc.
	Attn: _____
AWARDEE	[AWARDEE] [ADDRESS] [CITY, STATE ZIP]
ESCROW AGENT:	Company Secretary Datadog, Inc.

16. By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement.

17. This instrument shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. These Joint Escrow Instructions shall be governed by, and construed and enforced in accordance with, the internal substantive laws, but not the choice of law rules, of Delaware.

Sincerely,

DATADOG, INC.

By: _____
Name:
Title:

Date: _____

AWARDEE:

_____
[AWARDEE NAME]

Date: _____

ESCROW AGENT:

_____
Company Secretary

Date:

EXHIBIT C

CONSENT OF SPOUSE

I, _____, spouse of _____, have read and approve the foregoing Restricted Stock Award Notice and Restricted Stock Award Agreement (collectively, the "***Agreement***"). In consideration of the Company's grant to my spouse of the shares of Datadog, Inc., as set forth in the Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Agreement and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Agreement.

_____
Signature of Spouse

_____
Date

AGREEMENT OF SUB-SUB-SUBLEASE

This AGREEMENT OF SUB-SUB-SUBLEASE (this "Sub-Sub-sublease"), made as of the 14th day of April, 2016, between IDEELI INC., a Delaware corporation ("Sub-Sub-sublandlord"), and DATADOG, INC, a Delaware corporation ("Sub-Sub-subtenant").

RECITALS:

A. WHEREAS, by that certain Lease dated August 16, 2006 (the "Lease"), between FC Eighth Ave., LLC, a Delaware limited liability company ("Landlord"), as landlord, and Legg Mason, Inc., a Maryland corporation ("Legg"), as tenant, a redacted copy of which is attached hereto as Exhibit A, Landlord leased to Legg all of the rentable square feet on the entire 45th, 46th, 47th, 48th, 49th and 50th floors, as well as certain roof top space and storage space (collectively, the "Lease Premises") of the building located at 620 Eighth Avenue, New York, New York (the "Building"), as more particularly set forth in the Lease;

B. WHEREAS, the interest of Landlord in the Building is subject and subordinate to, among other things, the terms and provisions of the Ground Lease and the Condominium Documents (as such terms are defined in the Lease);

C. WHEREAS, by that certain Assignment and Assumption of Lease dated August 16, 2006 between Legg and Clearbridge Advisors, LLC, a Delaware limited liability company ("Sublandlord"), a copy of which is attached to the Lease, Legg assigned its interest under the Lease to Sublandlord;

D. WHEREAS, by that certain Agreement of Sublease dated as of April 8, 2008 (the "Sublease"), a redacted copy of which is attached hereto as Exhibit B, Sublandlord subleased to BT Americas Inc., a Delaware corporation ("Sub-sublandlord"), a portion of the Lease Premises consisting of all of the rentable square feet on the entire 45th and 46th floors of the Building (the "Sublease Premises"); and

E. WHEREAS, by that certain Agreement of Sub-Sublease dated as of April 27, 2012 (the "Sub-Sublease"), a redacted copy of which is attached hereto as Exhibit C, Sub-sublandlord subleased to Sub-Sub-sublandlord, a portion of the Sublease Premises consisting of all of the rentable square feet on the entire 45th floor of the Building (the "Sub-sublease Premises; and also the "Sub-Sub-sublease Premises"); and

F. WHEREAS, Sub-Sub-sublandlord hereby desires to sub-sub-sublease the Sub-Sub-sublease Premises to Sub-Sub-subtenant and Sub-Sub-subtenant desires to hire the Sub-Sub-sublease Premises from Sub-Sub-sublandlord on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

1. Sub-Sub-subleasing of the Sub-Sub-sublease Premises. Sub-Sub-sublandlord hereby sub-sub-subleases to Sub-Sub-subtenant, and Sub-Sub-subtenant hereby hires from Sub-Sub-sublandlord, the Sub-Sub-sublease Premises, upon and subject to the terms and conditions hereinafter set forth.

2. Term.

2.1 Commencement and Expiration Dates. The term (the "Term") of this Sub-Sub-sublease shall (i) commence on the date (the "Commencement Date") upon which Landlord, Sublandlord, Sub-sublandlord, Sub-Sub-sublandlord and Sub-Sub-subtenant shall execute and deliver a Consent Agreement to this Sub-Sub-sublease reasonably acceptable to all parties (the "Consent") and possession of the Sub-Sub-sublease Premises delivered to Sub-Sub-subtenant in the condition required by this Sub-Sub-sublease, with all items required to be delivered on the Commencement Date and (ii) terminate on December 28, 2023, or on such earlier date upon which the Term shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this Sub-Sub-sublease, the Sub-Sublease, the Sublease or the Lease (with respect to any termination of the Lease, the Sublease, or the Sub-sublease, subject to the terms hereof), or pursuant to law (the "Expiration Date"). Sub-Sub-subtenant shall not have any option to extend the Term. Sub-Sub-sublandlord shall deliver possession of the Sub-Sub-sublease Premises to Sub-Sub-subtenant on the Commencement Date in its current "as is", broom-clean condition, reasonable wear and tear from the date hereof excepted, vacant and free of all personal property (other than Sub-sublandlord's Furniture and Sub-Sub-sublandlord's Furniture (as such terms are hereinafter defined)) and with all cabling disconnected within the IT room.

3. Rent and Other Charges.

3.1 Base Rent. From and after the date (the "Rent Commencement Date") that is four (4) months after the Commencement Date, Sub-Sub-subtenant shall pay to Sub-Sub-sublandlord, as rent for the Sub-Sub-sublease Premises, base annual rent ("Base Rent") as set forth below. Sub-Sub-sublandlord hereby acknowledges receipt of Base Rent in the amount of $162,925.67 for the first full calendar month of the Term following the Rent Commencement Date. Base Rent shall be payable in equal monthly installments, in advance on or prior to the first day of each month, as follows:

(a) Commencing on the Rent Commencement Date and continuing until the Expiration Date occurs, Sub-Sub-subtenant shall pay to Sub-Sub-sublandlord as base rent the sum of ONE MILLION NINE HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED EIGHT AND 00/100 DOLLARS ($1,955,108.00) per annum, payable in equal monthly installments of $162,925.67.

(b) If the Rent Commencement Date shall occur on a date other than the first (1st) day of any calendar month, the Base Rent payable hereunder for such month shall be prorated on a per diem basis and shall be paid on the Rent Commencement Date. If the Expiration Date shall occur on any date other than the last day of a calendar month, Base Rent for such month shall be prorated on a per diem basis based on the number of days in the Term occurring in such month.

(c) Promptly after the Commencement Date and the Rent Commencement Date are determined, Sub-Sub-sublandlord and Sub-Sub-subtenant, at either Sub-Sub-sublandlord's or Sub-Sub-subtenant's request, will execute an agreement setting forth each of the above dates. Sub-Sub-subtenant's or Sub-Sub-sublandlord's failure or refusal to sign the same shall in no event affect the determination of such dates or either party's obligations hereunder.

3.2 Additional Rent. In addition to Base Rent, Sub-Sub-subtenant shall pay to Sub-Sub-sublandlord when due all other amounts payable by Sub-Sub-subtenant to Sub-Sub-sublandlord under the provisions of this Sub-Sub-sublease (collectively, "Additional Rent"); provided that Sub-Sub-sublandlord shall have delivered to Sub-Sub-subtenant reasonable backup documentation showing that Sub-Sub-sublandlord shall have incurred such amounts. "Additional Rent" shall include any and all amounts other than Base Rent payable hereunder, which, by the terms of the Sub-Sublease, as incorporated herein, would become due and payable by the Sub-subtenant thereunder to Sub-Sublandlord as additional rent or otherwise and which would not have become due and payable but for the acts, requests for services, and/or failures to act of Sub-Sub-subtenant, its agents, officers, representatives, employees, servants, contractors, invitees, licensees or visitors under this Sub-Sub-sublease, including, but not limited to: (i) any increases in Landlord's, Sublandlord's or Sub-sublandlord's fire, rent or other insurance premiums resulting from any act or omission of Sub-Sub-subtenant, (ii) any charges on account of Sub-Sub-subtenant's use of heating, ventilation or air-conditioning or condenser water, (iii) any charges to Sub-Sub-sublandlord or Sub-Sub-subtenant on account of Sub-Sub-subtenant's use of special cleaning and freight elevator services or for overtime or other extra services requested or required by Sub-Sub-subtenant, and (iv) any review, approval or other fees charged by Sub-Sublandlord under the Sub-Sublease, Sublandlord under the Sublease or Landlord under the Lease on account of Sub-Sub-subtenant. Following Sub-Sub-subtenant's receipt of any services for which such Additional Rent would be payable and receipt by Sub-Sub-sublandlord of any statement or written demand from Sub-Sublandlord, Sublandlord or Landlord for payment of any such Additional Rent, Sub-Sub-sublandlord will furnish Sub-Sub-subtenant with a copy of such statement or demand, together with a statement of the amount of any such Additional Rent. Sub-Sub-subtenant shall pay to Sub-Sub-sublandlord the amount of any Additional Rent payable under this Sub-Sub-sublease at least two (2) Business Days prior to the date on which payment thereof is due under the applicable provision of the Sub-Sublease (provided that such statement or demand shall have been delivered to Sub-Sub-subtenant). The obligations of Sub-Sub-subtenant to pay Base Rent and Additional Rent hereunder shall survive the expiration or termination of this Sub-Sub-sublease.

3.3 Escalation Rent. In addition to the Base Rent, Sub-Sub-subtenant covenants and agrees to pay to Sub-Sub-sublandlord commencing on the Rent Commencement Date, an amount (collectively, "Escalation Rent") equal to: (i) the Tax Escalation Payment (as hereinafter defined) plus (ii) the Operating Expense Escalation Payment (as hereinafter defined) plus (iii) the BID Escalation Payment (as hereinafter defined). Escalation Rent shall be payable by Sub-Sub-subtenant to Sub-Sub-sublandlord in the same manner as the same is payable by Sub-Sub-sublandlord to Sub-Sublandlord under Article 3 of the Sub-Sublease; except that Sub-Sub-subtenant shall, upon receipt of written notice or an invoice therefor from Sub-Sub-sublandlord, pay all installments of Escalation Rent directly to Sub-Sub-sublandlord at least two (2) Business Days prior to the respective due dates under the Sub-Sublease for the corresponding payments of such Escalation Rent. Escalation Rent shall be prorated, if necessary, to correspond with that portion of a Tax Year (as defined in the Lease) or an Operating Expense Year (as defined in the Lease) occurring during the Term. Promptly following its receipt of any Estimated Tax Statement pursuant to Section 4.02.B(ii) of the Lease, Estimated BID Statement pursuant to Section 4.02.D(ii) of the Lease and/or Estimated Operating Expense Statement pursuant to Section 4.03.B(ii) of the Lease or of any Tax Statement pursuant to Section 4.02.B(iii) of the Lease, BID Statement pursuant to Section 4.02.D(iii) of the Lease and/or Operating Expense Statement pursuant to Section 4.03.B(iii) of the Lease, Sub-Sub-sublandlord shall calculate the Escalation

Rent payable by Sub-Sub-subtenant in accordance with the terms of this Sub-Sub-sublease. After making the aforesaid calculations, Sub-Sub-sublandlord shall send a statement ("Sub-Sub-sublandlord's Statement") to Sub-Sub-subtenant, along with a copy of such Estimated Tax Statement, Estimated BID Statement, Estimated Operating Expense Statement, Tax Statement, BID Statement and/or Operating Expense Statement and any other supporting documentation received from Landlord, Sublandlord, and/or Sub-sublandlord, which statement shall set forth the Escalation Rent payable by Sub-Sub-subtenant and the manner in which it was derived. In the event that Sub-Sub-sublandlord receives a refund from Sub-Sublandlord in connection with any Escalation Rent payment, Sub-Sub-sublandlord shall promptly refund to Sub-Sub-subtenant Sub-Sub-subtenant's Proportionate Tax Share or Sub-Sub-subtenant's Proportionate Operating Expense Share (each such term as hereinafter defined), as applicable, of such amount refunded, after first deducting a proportionate amount of Sub-Sub-sublandlord's reasonable out-of-pocket costs, if any, in obtaining such rent abatement or refund calculated based on the percentage of the total amount of the refund which is payable to Sub-Sub-subtenant. Sub-Sub-sublandlord agrees that in the event that Sub-Sub-sublandlord makes any objection under Article 3 of the Sublease, such objection shall not be resolved in a manner that adversely affects Sub-Sub-subtenant.

3.4 Defined Terms Relating to Escalation Rent. For purposes of this Sub-Sub-sublease, the following terms shall have the following meanings:

(a) "Base BID Payment" shall mean Tenant's BID Payment (as defined in the Lease) payable by Sublandlord under the Lease in respect of the Base Year;

(b) "Base Operating Expense Payment" shall mean Tenant's Operating Expense Payments (as defined in the Lease) payable by Sublandlord in respect of calendar year 2016;

(c) "Base Tax Payment" shall mean Tenant's Tax Payment (as defined in the Lease) payable by Sublandlord under the Lease in respect of the Base Year;

(d) "Base Year" shall mean the Tax Year commencing on July 1, 2016 and expiring on June 30, 2017;

(e) "BID Escalation Payment" shall mean Sub-Sub-subtenant's Proportionate Tax Share of each Tenant's BID Payment payable by Sublandlord under the Lease to the extent such amount exceeds Sub-Sub-subtenant's Proportionate Tax Share of the Base BID Payment;

(f) "Operating Expense Escalation Payment" shall mean Sub-Sub-subtenant's Proportionate Operating Expense Share of each Tenant's Operating Expense Payment payable by Sublandlord under the Lease to the extent such amount exceeds Sub-Sub-subtenant's Proportionate Operating Expense Share of the Base Operating Expense Payment (provided, however, in no event shall Sub-Sub-subtenant be obligated to make any Operating Expense Escalation Payment to the extent of any increase in any Tenant's Operating Expense Payment as a result of the negligence or willful misconduct of Sub-Sub-sublandlord or any of its agents, affiliates, contractors or employees);

(g) "Sub-Sub-subtenant's Proportionate Tax Share" shall mean a fraction, the numerator of which is the rentable square feet of the Sub-Sub-sublease Premises and the denominator of which is the rentable square feet of the Lease Premises used in calculating the Tenant's Proportionate Tax Share under the Lease, in each case on the date of determination (it being agreed that as of the date hereof, Sub-Sub-subtenant's Proportionate Tax Share is 16.318%);

(h) "Sub-Sub-subtenant's Proportionate Operating Expense Share" shall mean a fraction, the numerator of which is the rentable square feet of the Sub-Sub-sublease Premises and the denominator of which is the rentable square feet of the Lease Premises used in calculating the Tenant's Proportionate Operating Expense Share under the Lease, in each case on the date of determination (it being agreed that as of the date hereof, Sub-Sub-subtenant's Proportionate Operating Expense Share is 16.318%); and

(i) "Tax Escalation Payment" shall mean Subtenant's Proportionate Tax Share of each Tenant's Tax Payment payable by Sublandlord under the Lease to the extent such amount exceeds Sub-Sub-subtenant's Proportionate Tax Share of the Base Tax Payment.

3.5 Electricity Charges. From and after the Commencement Date, Sub-Sub-subtenant shall pay, as Additional Rent, one hundred percent (100%) of all of the amounts (including, without limitation, any administrative charges or other markups as provided by the terms of the Lease) which Sub-Sub-sublandlord is required to pay for electricity for the Sub-Sub-sublease Premises pursuant to the Sub-Sublease, including all taxes and surcharges, as such amount may be increased or decreased from time to time pursuant to the Sublease.

3.6 Interest on Late Payments. If Sub-Sub-subtenant shall fail to pay when due any installment of Base Rent, Additional Rent or other costs, charges and sums payable by Sub-Sub-subtenant hereunder (such Additional Rent or other costs, charges and sums, together with Base Rent and Escalation Rent, hereinafter collectively referred to as the "Rental") Sub-Sub-subtenant shall pay to Sub-Sub-sublandlord, as Additional Rent, interest on such payments in accordance with the provisions of Section 3.03 of the Lease, as incorporated hereby (including the grace periods set forth in that Section, as the same may be shortened hereby).

3.7 Address for Payment. All Base Rent, Additional Rent and other Rental shall constitute rent under this Sub-sublease, and shall be payable to Sub-Sub-sublandlord at its address as set forth in Article 9 hereof, unless Sub-Sub-sublandlord shall otherwise so direct in writing.

3.8 No Set Off. Sub-Sub-subtenant shall promptly pay the Rental as and when the same shall become due and payable without set off, offset or deduction of any kind whatsoever, except as expressly set forth or incorporated herein, and, in the event of Sub-Sub-subtenant's failure to pay the same when due (subject to any notice, cure and/or grace periods provided herein or in the Lease (as incorporated herein by reference)), Sub-Sub-sublandlord shall have all of the rights and remedies provided for herein in the case of non-payment of rent.

3.9 No Waiver. Sub-Sub-sublandlord's failure during the Term to prepare and deliver any statements or bills required to be delivered to Sub-Sub-subtenant hereunder, or Sub-Sub-sublandlord's failure to make a demand under this Sub-Sub-sublease shall not in any way be deemed to be a waiver of, or cause Sub-Sub-sublandlord to forfeit or surrender its rights to collect

any Rental which may have become due pursuant to this Sub-Sub-sublease during the Term. Sub-Sub-subtenant's liability for Rental due under this Sub-Sub-sublease accruing during the Term shall survive the expiration or earlier termination of this Sub-Sub-sublease. No payment by Sub-Sub-subtenant or receipt by Sub-Sub-sublandlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated rent or Additional Rent; nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Sub-Sub-sublandlord may accept any check or payment without prejudice to Sub-Sub-sublandlord's right to recover the balance due or to pursue any other remedy available to Sub-sublandlord.

3.10 Rent Disputes. Sub-Sub-sublandlord shall promptly furnish to Sub-Sub-subtenant a copy of each notice or statement from Landlord, Sublandlord or Sub-Sublandlord affecting the Sub-Sub-sublease Premises, including, without limitation, Tax Statements, BID Statements and Operating Expense Statements. If Sub-Sub-sublandlord disputes the correctness of any such notice or statement (or if Sub-Sub-subtenant disputes the correctness and requests that Sub-Sub-sublandlord dispute the notice or statement in accordance with the provisions of this Sub-Sub-sublease) and if such dispute is resolved in Sub-Sub-sublandlord's favor, or if Sub-Sub-sublandlord shall receive any refund of Additional Rent without a dispute, Sub-Sub-sublandlord shall promptly pay to Sub-Sub-subtenant any refund received by Sub-Sub-sublandlord in respect (but only to the extent) of any related payments of Additional Rent made by Sub-Sub-subtenant less any amounts theretofore received by Sub-Sub-subtenant directly from Sub-Sublandlord, Sublandlord or Landlord and relating to such refund (after deducting from the amount of any such refund a proportionate amount of all expenses, including court costs and reasonable attorneys' fees, incurred by Sub-Sub-sublandlord in resolving such dispute, calculated based on the percentage of the total amount of such refund which is payable to Sub-Sub-subtenant), provided that, pending the final determination of any such dispute (by agreement or otherwise), Sub-Sub-subtenant shall pay the full amount of Base Rent and Additional Rent in accordance with this Sub-Sub-sublease and the applicable statement or notice of Sub-Sublandlord. If Sub-Sub-subtenant requests that Sub-Sub-sublandlord dispute the correctness of any such notice or statement, but Sub-Sub-sublandlord does not agree with such dispute, then Sub-Sub-sublandlord shall do so at Sub-Sub-subtenant's sole cost and expense. Sub-Sub-subtenant shall protect, defend, indemnify and hold harmless Sub-Sub-sublandlord from and against any and all losses, damages, penalties, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be sustained or incurred by Sub-Sub-sublandlord by reason of Sub-Sub-sublandlord objecting to or disputing any Tax Statement, BID Statement and/or Operating Expense Statement on Sub-Sub-subtenant's behalf and at Sub-Sub-subtenant's request.

4. Use. Sub-Sub-subtenant shall use and occupy the Sub-Sub-sublease Premises for administrative, general and executive offices, and for such incidental and ancillary uses which are usual and customary in Comparable Buildings, and for no other purpose and otherwise in accordance with the terms and conditions of the Sub-Sublease, Sublease and Lease and all applicable laws, including, without limitation, the restrictions set forth in Section 5.02 of the Lease.

5. Covenants with Respect to the Lease, the Sublease and the Sub-Sublease.

5.1 Sub-Sub-subtenant Covenants. Sub-Sub-subtenant does hereby expressly assume and agree to perform and comply with, with regard to the Sub-Sub-sublease Premises, each and every obligation of Sub-Sub-sublandlord under the Sub-Sublease that is not contradicted or superseded by a term of this Sub-Sub-sublease, and Sub-Sub-subtenant shall not do, or permit to be done, anything that would result in an increase in any of the rents, additional rents, or any other sums or charges payable by Sub-Sub-sublandlord under the Sub-Sublease or any other obligation or liability of Sub-Sub-sublandlord under the Sub-Sublease (except to the extent Sub-Sub-subtenant agrees to pay such costs) or anything that would constitute a default under the Lease, Sublease or Sub-Sublease, or omit to do anything that Sub-Sub-subtenant is obligated to do under the terms of this Sub-Sub-sublease, the Sub-sublease, the Sublease or the Lease so as to cause there to be a default under the Sub-sublease, Sublease or Lease or cause the Sub-sublease, Sublease or Lease to be terminated it being agreed, however, that Sub-Sub-subtenant shall have no obligation to comply with any provision of the Lease, Sublease or the Sub-Sublease that shall have been redacted and/or not provided to Sub-Sub-subtenant or not incorporated into this Sub-Sub-sublease.

5.2 Sub-Sub-sublandlord Covenants. Sub-Sub-sublandlord agrees to maintain the Sub-Sublease during the entire term of this Sub-Sub-sublease, subject, however, to any earlier termination of the Sub-sublease without the fault of the Sub-Sub-sublandlord. Sub-Sub-sublandlord shall timely pay to Sub-Sublandlord all Rent and other sums which are due under the Sub-Sublease and Sub-Sub-sublandlord shall not do, or permit to be done, anything that would result in an increase in any of the rents, additional rents, or any other sums or charges payable by Sub-Sub-subtenant under this Sub-Sub-sublease or any other obligation or liability of Sub-Sub-subtenant under this Sub-Sub-sublease or anything that would constitute a default under the Sub-sublease or omit to do anything that Sub-Sub-sublandlord is obligated to do under the terms of this Sub-Sub-sublease, the Sub-Sublease, the Sublease or the Lease so as to cause there to be a default under the Sub-Sublease, the Sublease or the Lease or cause the Sub-sublease, Sublease or the Lease to be terminated. Sub-Sub-sublandlord shall not voluntarily surrender the Sub-Sublease, or voluntarily cause the termination of the Sub-Sublease, unless Sub-Sublandlord agrees to enter into a direct sublease of the Sub-Sub-sublease Premises with Sub-Sub-subtenant under the same terms and conditions as this Sub-Sub-sublease, except in the event such voluntary surrender or termination is the result of a casualty or condemnation, in which case the provisions regarding Landlord's, Sublandlord's, Sub-sublandlord's Sub-Sub-sublandlord's and Sub-Sub-subtenant's respective rights regarding casualty and condemnation shall be governed by the provisions of Article 17 and 18 of the Lease, as incorporated herein by reference. Sub-Sub-sublandlord shall protect, defend, indemnify and hold harmless Sub-Sub-subtenant from and against any and all losses, damages, penalties, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be sustained or incurred by Sub-Sub-subtenant by reason of Sub-Sub-sublandlord's default under the Sub-Sublease, except to the extent caused or resulting from any act, omission, negligence or willful misconduct of Sub-Sub-subtenant or any other occupant of the Sub-Sub-sublease Premises.

5.3 Time Limits. The time limits set forth in the Sub-Sublease for the giving of notices, making demands, performance of any act, condition or covenant, or the exercise of any right, remedy or option, are changed for the purpose of this Sub-Sub-sublease by shortening the same in each instance so that notices shall be given, demands made, or any act, condition or covenant performed, or any right, remedy or option hereunder exercised by Sub-Sub-subtenant as the case may be within two (2) Business Days prior to the expiration of the time limit, after taking

into account the maximum notice, cure and/or grace period, if any, relating thereto contained in the Sub-Sublease with respect to such matter; provided, however, the provisions of this Section 5.3 shall not apply with respect to any specific dates set forth herein (e.g., Sub-Sub-subtenant's obligation to pay Base Rent on the first (1st) day of each calendar month). Each party shall, as soon as reasonably practicable, deliver to the other party copies of all notices, requests or demands which relate to the Sub-Sub-sublease Premises or the use or occupancy thereof after receipt of same from Sub-sublandlord, Sublandlord or Landlord or any of their respective affiliates or the Building manager (it being agreed that Sub-Sub-subtenant shall not be required to pay any sum of money (other than Base Rent) to Sub-Sub-sublandlord hereunder unless and until Sub-Sub-subtenant shall have received written notice that such sum is due).

5.4 Sub-Sub-sublandlord Representations. Sub-Sub-sublandlord represents to Sub-Sub-subtenant that the Sub-Sublease is in full force and effect and that to the best of Sub-Sub-sublandlord's knowledge, no default exists on the part of any party to the Sub-Sublease. Sub-Sub-sublandlord acknowledges that the Sub-Sublease attached hereto as Exhibit C is a true and correct redacted copy of the Sub-Sublease and that except as set forth on Exhibit C, the Sub-Sublease has not been amended or modified. To Sub-Sub-sublandlord's actual knowledge, the copies of the redacted Lease and redacted Sublease attached hereto as Exhibits A and B (i) are true and correct redacted copies of such documents, (ii) have not been amended or modified, and (iii) are in full force and effect. Sub-Sub-sublandlord is not aware of any circumstances which, with the passage of time or notice or both, will give rise to a default by Sub-Sub-sublandlord or Sub-sublandlord under the Sub-sublease.

6. Subordination to and Incorporation of the Sub-sublease, Sublease. Lease, Condominium Documents and Ground Lease.

6.1 Subordination. Sub-Sub-subtenant hereby acknowledges that it has read and is familiar with the provisions of the Lease, the Sublease and the Sub-sublease and agrees that this Sub-Sub-sublease is in all respects subject and subordinate to the terms and conditions of the Lease, Sublease and the Sub-sublease and to all matters to which the Lease, Sublease and the Sub-sublease is or shall be subject and subordinate, including, without limitation, the Superior Instruments (as defined in the Sublease). In addition, this Sub-Sub-sublease shall also be subject to any amendments, modifications or supplements to the Lease, Sublease and the Sub-Sublease hereafter made, provided that Sub-Sub-sublandlord shall not enter into any amendment, modification or supplement that would adversely affect Sub-Sub-subtenant or the Sub-Sub-sublease Premises. Sub-Sub-subtenant shall not in any event have any rights in respect of the Sub-Sub-sublease Premises greater than Sub-Sub-sublandlord's rights to such space under the Sub-sublease. Sub-Sub-subtenant shall protect, defend, indemnify and hold harmless Sub-Sub-sublandlord from and against any and all losses, damages, penalties, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be sustained or incurred by Sub-Sub-sublandlord by reason of Sub-Sub-subtenant's failure to keep, observe or perform any of the terms, provisions, covenants, conditions and obligations set forth or incorporated in this Sub-Sub-sublease, or otherwise arising out of or with respect to Sub-Sub-subtenant's use and occupancy of the Sub-Sub-sublease Premises from and after the Commencement Date, except to the extent resulting from the negligence or willful misconduct of Sub-Sub-sublandlord or its agents, affiliates, employees, contractors or other sub-subtenants or occupants of the Sub-Sublease Premises. The provisions of this Section 6.1 shall survive the expiration or earlier termination of the Lease, the Sublease, the Sub-sublease and/or this Sub-Sub-sublease.

6.2 Termination of Lease, Sublease or Sub-sublease. In the event of a permitted termination, reentry or dispossess by Sub-sublandlord under the Sub-sublease, Sublandlord under the Sublease or Landlord under the Lease, Sub-sublandlord, Sublandlord or Landlord may, at its option, either terminate the Sub-Sub-sublease or take over all of the right, title and interest of Sub-Sub-sublandlord under this Sub-Sub-sublease, and Sub-Sub-subtenant shall, at Sub-sublandlord, Sublandlord's or Landlord's option, attorn to Sub-sublandlord, Sublandlord or Landlord, as applicable, pursuant to the provisions of this Sub-Sub-sublease, except that Sub-Sublandlord, Sublandlord or Landlord, as applicable, shall not (a) be liable for any previous act, omission or negligence of Sub-Sub-sublandlord, (b) be subject to any counterclaim, defense or offset, (c) be bound by any modification or amendment of the Sub-Sub-sublease or by any prepayment of more than one month's rent and additional rent which shall be payable as provided in such Sub-Sub-sublease, unless such modification or prepayment shall have been approved in writing by Sub-sublandlord, Sublandlord or Landlord, as applicable, or (d) be obligated to perform any repairs or other work in the Sub-Sub-sublease Premises beyond Sub-Sublandlord, Sublandlord's or Landlord's, as applicable, obligations under the Sub-Sublease, Sublease or Lease, as applicable. Sub-Sub-subtenant shall, promptly upon Sub-Sublandlord's, Sublandlord's or Landlord's request, as applicable, execute and deliver all instruments reasonably required to confirm such attornment. Sub-Sub-subtenant hereby waives all rights under any present or future law to elect, by reason of the termination of the Lease, Sublease or the Sub-Sublease, to terminate this Sub-Sub-sublease or surrender possession of the Sub-Sub-sublease Premises.

Subject to the foregoing, and to any restrictions set forth in this Sub-Sub-sublease, if for any reason whatsoever the term of the Sub-sublease, Sublease or the Lease shall terminate prior to the expiration date of this Sub-Sub-sublease, this Sub-Sub-sublease shall thereupon be terminated and Sub-Sub-sublandlord shall not be liable to Sub-Sub-subtenant by reason thereof. Upon such termination, the obligations of Sub-Sub-sublandlord and Sub-Sub-subtenant (other than the obligation of Sub-Sub-subtenant for the payment of any monies then owing to Sub-Sub-sublandlord and such other obligations that are expressly made to be effective upon the termination of this Sub-Sub-sublease as are set forth in the Sub-Sublease and incorporated herein by reference and/or as are set forth in this Sub-Sub-sublease) shall cease, except that the parties shall remain liable for any obligations incurred prior to any such termination date for any matter occurring prior to such date.

6.3 Incorporation of Lease. Sublease and Sub-Sublease.

(a) Except as otherwise expressly provided in or otherwise inconsistent with this Sub-Sub-sublease, the terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements contained in the Sub-sublease (including, without limitation, the provisions of the Lease and the Sublease that are incorporated by reference into the Sub-sublease) are incorporated into this Sub-Sub-sublease by reference, and are made a part hereof as if herein set forth at length, Sub-Sub-sublease being substituted for "Sub-Sublease" under the Sub-sublease, Sub-Sub-sublandlord being substituted for "Sub-sublandlord" under the Sub-sublease, Sub-Sub-subtenant being substituted for "Sub-subtenant" under the Sub-sublease, Sub-Sub-sublease Premises being substituted for "Sub-sublease Premises" under the Sub-Sublease, Sub-Sublandlord being substituted for "Sublandlord" under the Sub-Sublease, and Sub-Sublease being substituted for "Sublease" under the Sub-sublease.

(b) Notwithstanding the provisions of Section 6.3(a) above, the following sections of the Sub-sublease are expressly excluded from incorporation herein except to the extent necessary for determination of an applicable time period or otherwise to clarify the meaning of any terms of this Sub-Sub-sublease; provided, however, that notwithstanding the exclusion of the same from incorporation into this Sub-Sub-sublease, Sub-Sub-subtenant acknowledges that this Sub-Sub-sublease remains subject to all of the terms of the Sub-sublease and to the rights of Sub-sublandlord and Sub-Sub-sublandlord thereunder and Sub-Sub-subtenant agrees to perform all covenants of the sub-subtenant thereunder as the same relate to the Sub-Sub-sublease Premises and Sub-Sub-subtenant's use and occupancy thereof, including, without limitation, under the following excluded sections thereof: Article 1; Article 2; Article 3; Article 4; Article 5; Article 6, Article 7, Article 8; Article 9, Article 10, Article 11, Article 12, Article 13; Article 14; Article 15; Article 16; Article 17; Article 18; Exhibit A; Exhibit B; Exhibit D; Exhibit E; Exhibit F; Exhibit G; Schedule I and Schedule II.

(c) Section 6.05A of the Lease is modified such that Sub-Sub-subtenant shall have the right to utilize up to 7.5 tons of chilled water capacity provided by Landlord for the Sub-Sub-sublease Premises. In the event Sub-Sub-subtenant elects to utilize any of such chilled water tonnage, Sub-Sub-subtenant shall, at its sole cost and expense, install and maintain a chilled water meter, model PEMCO 1232, to measure the usage of supplemental chilled water usage. Sub-Sub-subtenant shall pay an amount equal to the lesser of (x) all costs of such chilled water as shown on such meters based on Landlord's actual cost of providing the chilled water without administrative markup or premium, inclusive of Sub-Sub-subtenant's share of Landlord's actual labor costs in connection therewith if such chilled water is consumed after -hours or (y) the charges therefor set forth in the Lease. Sub-Sub-subtenant shall pay such costs within thirty (30) days after request for payment therefor. Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into the Sub-Sublease and as further incorporated herein shall be modified such that all references to "Landlord" shall refer to the Landlord under the Lease and not to Sublandlord, Sub-Sublandlord or Sub-Sub-sublandlord: the first, second, third, fourth, fifth and seventh sentences of Section 7.1; Section 7.2; the first sentence of Section 7.3; the first time such word appears in the second paragraph of Section 7.3; Section 17.4; Section 17.6(g); Section 17.9; and Section 18.

(d) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into the Sub-sublease and as further incorporated herein shall be modified such that all references to "Lease" shall refer to the Lease and not to the Sublease or the Sub-Sublease: the second time such word appears in Section 7.1; the second, third, fourth, seventh and sentences of Section 7.1; Section 7.2; the first, second, fifth sentence of Section 7.3; Section 17.4; Section 17.5; Section 17.6(a); Section 17.6(b); Section 17.6(g); Section 17.9; Section 18; and Article 19.

(e) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into the Sub-sublease and as further incorporated herein shall be modified such that all references to "Landlord" shall refer to Sub-Sublandlord, Sublandlord and Landlord: the first, fifth and tenth sentences of Section 7.1; the fifth sentence of Section 7.3; the last time such word appears in Section 7.3; Section 16.2; Section 17.1; Section 17.2; Section 17.3; Section 17.5; Section 17.6 (b); Section 17.7; and Section 17.8.

(f) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into the Sub-sublease and as further incorporated herein shall be modified such that all references to "Lease" shall refer to the Sub-Sublease, the Sublease and the Lease: the first time such word appears in Section 7.1; the second, eighth, ninth and tenth sentences of Section 7.1; Article 9; Article 10; Section 16.2; Section 17.1; and Section 17.2.

(g) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into the Sub-sublease and as further incorporated herein shall be modified such that all references to "Sublandlord" shall refer to Sublandlord, Sub-sublandlord and Sub-Sub-sublandlord: the second sentence of Section 7.3; and Article 9.

(h) Subject to the terms of the Lease, the Sublease, the Sub-Sublease and the Sub-Sub-sublease, Sub-Sub-sublandlord hereby grants Sub-Sub-subtenant a non -exclusive license to access a portion of the conduit space allocated to Sub-Sub-sublandlord under the Sub-sublease (collectively, the "Conduit Space") to run Sub-Sub-subtenant's telecommunications lines, wiring, cabling and associated equipment (collectively, the "Wiring and Cabling") in accordance with the following terms and conditions (it being agreed that the Conduit Space shall be in a location reasonably designated by Sub-Sub-sublandlord and reasonably acceptable to Sub-Sub-subtenant):

(i) Sub-Sub-subtenant shall obtain and pay for telecommunications services to be supplied to the Sub-Sub-sublease Premises by direct application to and arrangement with any telecommunications service provider approved by Landlord;

(ii) The license granted pursuant to this Section 6.3(h) shall terminate upon the expiration or sooner termination of the Term;

(iii) Sub-Sub-subtenant, at Sub-Sub-subtenant's sole cost and expense, shall be responsible for the installation of all Wiring and Cabling (including all telecommunications lines, connections and other systems or equipment) necessary in order to provide telecommunications services to the Sub-Sub-sublease Premises, and the costs of such service shall be paid by Sub-Sub-subtenant directly to the telecommunications service provider. The manner of installation and use of the Wiring and Cabling shall not adversely affect (A) the occupancy of other tenants or occupants of the Building, (B) Landlord's use or operations of the Building, the common areas or premises leased to, available for lease to, other tenants or occupants of the Building or (C) the proper functioning of the Base Systems;

(iv) Landlord, Sublandlord, Sub-sublandlord and Sub-Sub-sublandlord assume no responsibility either for or in connection with the installation, maintenance, or operation of the Wiring and Cabling or for the safeguarding thereof, nor shall Landlord, Sublandlord Sub-sublandlord or Sub-Sub-sublandlord be under any other obligation or liability of any kind whatsoever in connection with this Section 6.3(h) either financially or otherwise;

(v) Sub-Sub-subtenant shall comply with all applicable legal requirements and insurance requirements with respect to the Conduit Space and the Wiring and Cabling. Sub-Sub-subtenant shall obtain and maintain, at Sub-Sub-subtenant's sole cost and expense, all licenses and permits required for the installation, maintenance, replacement and operation of any Wiring and Cabling. Within thirty (30) days after request by Landlord, Sublandlord Sub-sublandlord or Sub-Sub-sublandlord, Sub-Sub-subtenant shall deliver to Landlord, Sublandlord, Sub-sublandlord or Sub-Sub-sublandlord copies of any filings or statements which Sub-Sub-subtenant may be required to make, from time to time, with any governmental authority with respect to the use of the Conduit Space and any Wiring and Cabling within such Conduit Space;

(vi) The installation of any Wiring and Cabling within the Conduit Space shall be performed by Sub-Sub-subtenant upon and subject to the terms and conditions of the Lease, the Sublease, the Sub-Sublease, and this Sub-Sub-sublease. The method of installation, appearance, safety and operation of the Wiring and Cabling shall be subject to Landlord's, Sublandlord's Sub-sublandlord's and Sub-Sub-sublandlord's reasonable approval, which approval shall be granted or denied upon and subject to the applicable terms of the Lease, the Sublease, the Sub -sublease or this Sub-Sub-sublease. Sub-Sub-subtenant shall not alter or move any of the Wiring or Cabling or Sub-Sub-sublandlord's wiring or cabling without Landlord's, Sublandlord's Sub-sublandlord's and Sub-Sub-sublandlord's prior approval upon and subject to the terms and conditions of the Lease, the Sublease, the Sub-sublease and this Sub-Sub-sublease;

(vii) Sub-Sub-subtenant shall not be charged any additional rental amount by Sub-Sub-sublandlord in connection with the

operation of the Wiring and Cabling or the use of the Conduit Space. Notwithstanding the foregoing, Sub-Sub-subtenant shall be responsible for, and shall pay to Sub-Sub-sublandlord within thirty (30) days after demand therefor, as Additional Rent, all reasonable incremental out-of-pocket costs actually incurred by Sub-Sub-landlord in connection with the use of the Conduit Space by Sub-Sub-subtenant, including, without limitation, any fees payable to Landlord, Sublandlord or Sub-sublandlord in connection therewith. Sub-Sub-subtenant shall protect, defend, indemnify and hold harmless Sub-Sub-sublandlord from and against any and all losses, damages, penalties, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that may be sustained or incurred by Sub-Sub-sublandlord in connection with the Conduit Space;

(viii) In the event of damage to Sub-Sub-sublandlord's existing copper or fiber feeds, if any, resulting from Sub-Sub-subtenant's use of the Conduit Space, Sub-Sub-subtenant will pay to Sub-Sub-sublandlord all costs and expenses and costs incurred by Sub-Sub-sublandlord to repair such feeds and restore service (it being agreed that Sub-Sub-sublandlord shall be entitled to select the vendor or vendors to perform such repairs), including, without limitation, any costs associated with overtime or union work that may be required to restore lost services, which expenses and costs shall be paid by Sub-Sub-subtenant to Sub-sublandlord within thirty (30) days after receipt by Sub-Sub-Subtenant of an invoice therefor, as Additional Rent; and

(ix) Sub-Sub-subtenant shall deliver evidence reasonably acceptable to Sub-Sub-sublandlord that the Conduit Space and the use thereof by Sub-Sub-subtenant is covered by the insurance required to be maintained by Sub-Sub-subtenant hereunder with respect to the Sub-Sub-sublease Premises.

6.4 Sub-Sub-sublease Controls. To the extent any terms or conditions of this Sub-Sub-sublease conflict with any terms or conditions of the Sub-Sublease, as between Sub-Sub-sublandlord and Sub-Sub-subtenant (but not as to Landlord, Sublandlord or Sub-Sublandlord), this Sub-Sub-sublease shall control and be prevailing.

6.5 Sub-Sublandlord, Sublandlord and Landlord Representations. Notwithstanding anything herein to the contrary, any and all representations and warranties of Sub-Sublandlord set forth in the Sub-sublease, Sublandlord set forth in the Sublease or Landlord under the Lease shall be deemed to be representations and/or warranties of Sub-sublandlord, Sublandlord or Landlord, as applicable, and shall not be deemed to be representations and/or warranties of Sub-Sub-sublandlord and Sub-Sub-sublandlord shall have no liability with respect thereto.

6.6 Sub-Sub-subtenant Submissions. All provisions of the Sub-Sublease that are incorporated herein that require Sub-Sub-sublandlord, as sub-tenant, to submit, exhibit, supply or provide to Sub-Sublandlord, as sub-sublessor, evidence, certificates, or any other matter or thing shall be deemed to require Sub-Sub-subtenant to submit, exhibit, supply or provide the same to both Sub-sublandlord and Sub-Sub-sublandlord.

7. Electricity. Electricity is currently furnished to the Sub-Sub-sublease Premises by Landlord subject to and in accordance with Article 7 of the Lease, and such electricity is metered pursuant to one or more submeters located in, and exclusively measuring the consumption of electricity in, the Sub-Sub-sublease Premises. Sub-Sub-subtenant shall pay for electricity in accordance with Article 7 of the Lease as incorporated hereby. Sub-Sub-sublandlord will not remove any such submeters except to the extent required by Landlord or by Legal Requirements. Sub-Sub-subtenant shall pay such utility charges to Sub-Sub-sublandlord when and as the underlying obligations with respect thereto are payable by Sub-Sub-sublandlord under the Lease, Sublease and Sub-Sublease (or, if paid in the first instance by Sub-Sub-sublandlord and billed to Sub-Sub-subtenant, then reimbursed to Sub-Sub-sublandlord within thirty (30) days thereafter). Sub-Sub-sublandlord shall not redistribute electricity from the 45th floor of the Building to any other portion of the Building so that there will be less than 6 watts of actual demand load per gross square foot of the Sub-Sub-sublease Premises (exclusive of the electric required to operate the Base Systems (as defined in the Lease)). Sub-Sub-subtenant shall not utilize more than 6 watts of actual demand load per gross square foot of the Sub-Sub-sublease Premises (exclusive of electric required to operate the Base Systems), and shall have no right to increase its usage beyond such amount under Section 7.01(A) of the Lease or otherwise.

8. Consents. Whenever the consent or approval of Landlord, Sublandlord, Sub-Sublandlord or any Superior Party is required pursuant to the terms of the Lease, Sublease, or Sub-sublease, if Landlord, Sublandlord, Sub-sublandlord or such Superior Party shall withhold its consent or approval for any reason whatsoever, Sub-Sub-sublandlord shall not be deemed to be acting unreasonably if it shall also withhold its consent or approval. If Landlord, Sublandlord or Sub-Sublandlord shall withhold its consent or approval in connection with this Sub-Sub-sublease or the Sub-Sub-sublease Premises in any instance where, under the Lease, Sublease or the Sub-Sublease, the consent or approval of Landlord, Sublandlord or Sub-sublandlord may not be unreasonably withheld, and if Sub-Sub-subtenant shall reasonably contend that Landlord, Sublandlord or Sub-sublandlord has unreasonably withheld such consent, Sub-Sub-sublandlord, upon the request and at the sole cost and expense of Sub-Sub-subtenant, shall within fifteen (15) days elect to either (i) timely institute and diligently prosecute any action or proceeding which Sub-Sub-subtenant and Sub-Sub-sublandlord, in their reasonable judgment, deem meritorious, in order to dispute such action by Landlord, Sublandlord or Sub-sublandlord, or (ii) permit Sub-Sub-subtenant, to the extent allowable under the Lease, Sublease and the Sub -sublease, to institute and prosecute such action or proceeding in the name of Sub-Sub-sublandlord, provided that Sub-Sub-subtenant shall keep Sub-Sub-sublandlord informed of its actions and shall not take any action which might give rise to a default under the Lease, Sublease or the Sub-sublease. In the event Sub-Sub-sublandlord does not timely elect either options (i) or (ii) as set forth in the previous sentence, Sub-Sub-subtenant may notify Sub-Sub-sublandlord of such failure, and if Sub-Sub-sublandlord

does not notify Sub-Sub-subtenant of its election within five (5) Business Days following receipt of such notice, Sub-Sub-sublandlord shall be deemed to have elected option (ii) above. Sub-Sub-subtenant shall indemnify Sub-Sub-sublandlord and hold it harmless from and against all losses, damages, claims, liabilities, fines, penalties, suits, demands, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, of any nature, arising from or in connection with any action or proceeding instituted under this Article 8 and for any costs and expenses incurred by Sub-Sub-sublandlord, Sub-Sublandlord, Sublandlord or Landlord in connection with the determination of whether to grant any consent requested hereunder.

9. Notices. Any notice, statement, demand, consent, approval, advice or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Sub-sublease or pursuant to any applicable law or requirement of public authority (collectively, "Notices") shall be in writing and shall be deemed to have been properly given, rendered or made only if sent by (i) personal delivery, receipted by the party to whom addressed or (ii) via Federal Express overnight mail or other nationally-recognized overnight courier service, addressed to the addresses set forth below. All such Notices shall be deemed to have been given, rendered or made when delivered and receipted (or refused) by the party to whom addressed, in the case of personal delivery or on the next Business Day after the day mailed via Federal Express or other nationally-recognized overnight courier service. Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it. Notices hereunder from Sub-Sub-sublandlord may be given by Sub-Sub-sublandlord's attorney. Notices hereunder from Sub-Sub-subtenant may be given by Sub-Sub-subtenant's attorney.

Sub-Sub-sublandlord's address:

ideeli, Inc.
c/o MBG Consulting Inc.
980 N. Michigan Avenue
Suite 1000
Chicago, Illinois 60611-4521
Attention:

With a copy to:

Groupon Inc.
600 W. Chicago Ave.
Suite 400
Chicago, Illinois 60654
Attention Legal Department

Sub-Sub-subtenant's address prior to the date on which Sub-Sub-subtenant first occupies the Sub-Sub-sublease Premises for the normal conduct of its business:

Datadog, Inc.

286 Fifth Avenue
12th Floor
New York, New York 10001
Attention:

Sub-Sub-subtenant's address from and after the date on which Sub-Sub-subtenant first occupies the Sub-Sub-sublease Premises for the normal conduct of its business:

Datadog, Inc.
620 Eighth Ave.
45th Floor
New York, New York 10018
Attention:

10. Broker. Each party hereto covenants, warrants and represents to the other party that it has had no dealings, conversations or negotiations with any broker concerning the execution and delivery of this Sub-sublease other than CBRE and Winslow & Company LLC (collectively, the "Brokers"). Each party hereto agrees to defend, indemnify and hold harmless the other party against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements, arising out of the breach of its respective representations and warranties contained in this Article 10. Sub-Sub-sublandlord shall pay the fees of the Brokers pursuant to a separate agreement. The provisions of this Article 10 shall survive the expiration or earlier termination of this Sub-Sub-sublease.

11. Condition of the Sub-Sub-sublease Premises

11.1 Condition of the Sub-Sub-sublease Premises. Sub-Sub-subtenant represents that it has made or caused to be made a thorough examination of the Sub-Sub-sublease Premises and is familiar with the condition thereof. Sub-Sub-subtenant agrees, except as otherwise set forth in this Sub-Sub-sublease, to accept the Sub-Sub-sublease Premises in its "as is" condition on the date hereof, reasonable wear and tear between the date hereof and the Commencement Date excepted, and Sub-Sub-subtenant's taking possession of the Sub-Sub-sublease Premises shall be conclusive evidence that the same are in satisfactory condition. Except as otherwise set forth herein, Sub-Sub-sublandlord has not made and does not make any representations or warranties as to the physical condition of the Sub-Sub-sublease Premises, the use to which the Sub-Sub-sublease Premises may be put, or any other matter or thing affecting or relating to the Sub-Sub-sublease Premises, except as specifically set forth in this Sub-Sub-sublease. Sub-Sub-sublandlord shall have no obligation whatsoever to alter, improve, decorate or otherwise prepare the Sub-Sub-sublease Premises for Sub-Sub-subtenant's occupancy. Any cost or expense in connection with the preparation of the Sub-Sub-sublease Premises for Sub-Sub-subtenant's use and occupancy shall be the responsibility of Sub-Sub-subtenant, and to the extent incurred by Sub-Sub-sublandlord on Sub-Sub-subtenant's behalf, the cost thereof shall be reimbursed or paid to Sub-Sub-sublandlord as Additional Rent within thirty (30) days after demand; provided that Sub-Sub-sublandlord shall provide Sub-Sub-subtenant with copies of such supporting documentation as is reasonably available.

11.2 Restoration. Sub-Sub-subtenant shall not be required to restore the Sub-Sub-sublease Premises at the end of the Term, except that, notwithstanding the foregoing, (i) if any Alterations performed by Sub-Sub-subtenant (or any Person claiming by, through or under Sub-Sub-subtenant) in the Sub-Sub-sublease Premises is deemed to be a "Specialty Alteration" by Landlord under the Lease, then Sub-Sub-subtenant shall remove same at the end of the Term unless directed otherwise by Sub-Sub-sublandlord (provided that notice thereof shall have been given to Sub-Sub-subtenant after Sub-Sub-sublandlord's receipt of such notice from Sub-sublandlord, Sublandlord or Landlord), (ii) in the event that this Sub-Sub-sublease is terminated as a result of a default by Sub-Sub-subtenant hereunder, then Sub-Sub-subtenant shall pay Sub-Sub-sublandlord, within thirty (30) days after receipt by Sub-Sub-subtenant of an invoice therefor, as Additional Rent, the reasonable out-of-pocket costs and expenses incurred by Sub-sublandlord to restore the portion(s) of the Sub-Sub-sublease Premises affected thereby and (iii) Sub-Sub-subtenant shall deliver the Sub-Sub-sublease Premises to Sub-Sub-sublandlord on the Expiration Date in good condition, ordinary wear and tear excepted.

12. Consent of Landlord, Sublandlord and Sub-sublandlord.

12.1 Conditioned Upon Consent. This Sub-Sub-sublease is subject to (and conditioned upon) the approval of Landlord, Sublandlord and Sub-Sublandlord pursuant to the provisions of Article 8 of the Lease, Section 16.2 of the Sublease and Section 12.1 of the Sub-Sublease. Sub-Sub-sublandlord shall promptly request such Consent and shall use commercially reasonable efforts to obtain the same. Following the execution and delivery hereof, Sub-Sub-sublandlord will promptly submit this Sub-Sub-sublease to Landlord, Sublandlord and Sub-Sublandlord for such approval. If such approval is not received by Sub-Sub-sublandlord within sixty (60) days after the date hereof, either Sub-Sub-sublandlord or Sub-Sub-subtenant, or if the Commencement Date has not occurred on or before that date, Sub-Sub-subtenant, may by written notice given within five (5) days after the expiration of such sixty (60) day period, cancel this Sub-Sub-sublease by notice to the other and, if such approval by the Landlord, Sublandlord and Sub-Sublandlord has not been received or the Commencement Date has not otherwise occurred prior to the cancellation date specified in such notice, this Sub-Sub-sublease and the Term shall terminate and expire on the cancellation date set forth in said notice as if such date were the Expiration Date, and neither party shall have any further obligation or liability to the other party, other than Sub-Sub-sublandlord's obligation to promptly reimburse Sub-Sub-subtenant amounts theretofore paid by Sub-Sub-subtenant to Sub-Sub-sublandlord in respect of any prepaid Base Rent under Section 3.1 hereof, and subject to Section 17 below, to promptly return the Letter of Credit (as hereinafter defined) to Sub-Sub-subtenant. Landlord's, Sublandlord's and Sub-sublandlord's approval must be reasonably satisfactory in form and substance to Sub-Sub-subtenant and Sub-Sub-sublandlord. Sub-Sub-subtenant shall reasonably cooperate with Sub-Sub-sublandlord to obtain such Consent and shall provide all information concerning Sub-Sub-subtenant that Sub-Sublandlord, Sublandlord or Landlord shall reasonably request (but not certified or audited financial statements), but if financial or other confidential information is requested, delivery shall be subject to the execution and delivery of a confidentiality agreement. Sub-Sub-sublandlord shall promptly notify Sub-Sub-subtenant upon Sub-Sub-sublandlord's receipt of the Consent or the denial thereof, and promptly after receipt by Sub-Sub-sublandlord, furnish a copy of any Consent to Sub-Sub-subtenant. All costs of obtaining the Consent shall be borne by Sub-Sub-sublandlord.

13. Defaults; Remedies. Any defaults of Sub-Sub-subtenant shall be governed by the provisions of the Sub-Sublease as incorporated herein. In the event of a default by Sub-Sub-subtenant hereunder beyond the expiration of any applicable notice and cure periods, Sub-Sub-sublandlord shall be limited to the rights or remedies granted to Sub-Sub-sublandlord pursuant to the incorporation of the provisions of Article 20 of the Lease.

14. Miscellaneous.

14.1 Entire Agreement; Successors. This Sub-Sub-sublease contains the entire agreement between the parties concerning the sub-sub-sublet of the Sub-Sub-sublease Premises and sets forth all of the covenants, promises, conditions, and understandings between Sub-Sub-sublandlord and Sub-Sub-subtenant concerning the Sub-Sub-sublease Premises. There are no oral agreements or understandings between the parties hereto affecting this Sub-Sub-sublease and this Sub-Sub-sublease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter hereof, and none shall be used to interpret or construe this Sub-Sub-sublease. Any agreement hereafter made shall be ineffective to change, modify or discharge this Sub-Sub-sublease in whole or in part unless such agreement is in writing and signed by the parties hereto. No provision of this Sub-Sub-sublease shall be deemed to have been waived by Sub-Sub-sublandlord or Sub-Sub-subtenant unless such waiver is in writing and signed by Sub-Sub-sublandlord or Sub-Sub-subtenant, as the case may be. The covenants, agreements and rights contained in this Sub-Sub-sublease shall bind and inure to the benefit of Sub-Sub-sublandlord and Sub-Sub-subtenant and their respective permitted successors and assigns. Sub-Sub-subtenant shall not record this Sub-Sub-sublease, the Sub-sublease, the Sublease or the Lease or any instrument modifying the same.

14.2 Severability. In the event that any provision of this Sub-Sub-sublease shall be held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Sub-Sub-sublease shall be unaffected thereby.

14.3 Headings; Capitalized Terms. The section headings appearing herein are for purpose of convenience only and are not deemed to be a part of this Sub-Sub-sublease. Capitalized terms used herein shall have the same meanings as are ascribed to them in the Sub-Sublease, unless otherwise expressly defined herein.

14.4 Binding Effect. This Sub-Sub-sublease is offered to Sub-Sub-subtenant for signature with the express understanding and agreement that this Sub-Sub-sublease shall not be binding upon Sub-Sub-sublandlord and Sub-Sub-subtenant unless and until Sub-Sub-sublandlord shall have executed and delivered a fully executed copy of this Sub-Sub-sublease to Sub-Sub-subtenant.

14.5 Insurance. All commercial liability insurance policies required to be obtained by Sub-Sub-subtenant under this Sub-Sub-sublease or the Sub-sublease (as incorporated herein) shall name Landlord, Sublandlord, Sub-sublandlord and Sub-Sub-sublandlord as additional insureds.

14.6 Sub-Sub-sublease Supersedes. In the event of a conflict or inconsistency between the provisions of this Sub-Sub-sublease and the Sub-sublease, the provisions of this Sub-Sub-sublease shall supersede and control; provided, however, the same shall not violate any of the terms of the Sub-sublease. Nothing contained herein shall affect the Sub-Sub-sublandlord's rights under the Sub-sublease.

14.7 Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver such further documents, instruments or agreements and shall take such further action as may be necessary or appropriate to effectuate the purpose of this Sub-Sub-sublease.

14.8 Counterparts. This Sub-Sub-sublease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

14.9 Signage. To the extent permitted under the Consent, if at all, and subject to the terms of the Lease, the Sublease and the Sub-Sublease as affected by the Consent, provided that the Signage Threshold (as hereinafter defined) is satisfied, Sub-Sub-sublandlord shall request that Landlord, Sublandlord and Sub-sublandlord consent to Sub-Sub-subtenant installing and maintaining one Building standard sign on or near the "North Concierge Desk" in the lobby of the Building which right is provided (a) to Sub-Sub-sublandlord under Section 14.9 of the Sub-sublease and (b) to Sub-sublandlord under Section 20.9 of the Sublease. Such signage shall be in accordance with the Building standard currently in place. For purposes of this Sub-Sub-sublease, the terms (i) "Signage Threshold" means that (1) a Permitted Entity is then the Sub-Sub-subtenant under this Sub-Sub-sublease and is sub-sub-subleasing hereunder the entire Sub-Sub-sublease Premises, and (2) Permitted Entities collectively Occupy the entire Sub-Sub-sublease Premises; (ii) "Occupies" means with respect to Sub-Sub-subtenant, actual occupancy of the Sub-Sub-sublease Premises (*i.e.*, exclusive of sub-subtenants (other than Affiliates of Sub-Sub-subtenant)) in space leased directly from Sub-Sub-sublandlord; "Occupied" and "Occupancy" shall have correlative meanings; and (iii) "Permitted Entity" shall mean the Sub-Sub-subtenant originally named herein or a Successor to the Sub-Sub-subtenant originally named herein and/or an Affiliate of the Sub-Sub-subtenant originally named herein. Notwithstanding anything to the contrary contained herein, the failure by Sub-Sub-sublandlord to obtain the consent to such signage for Sub-Sub-subtenant shall not be a default hereunder and shall not entitle Sub-Sub-subtenant to any abatement of rent or right to terminate this Sub-Sub-sublease.

14.10 Move-In Costs. Any costs and expenses (including reasonable attorneys' fees and disbursements) payable under the Lease, Sublease or the Sub-Sublease that are incurred in connection with Sub-Sub-subtenant's preparation of the Sub-Sub-sublease Premises for Sub-Sub-subtenant's occupancy and the move in by Sub-Sub-subtenant, including, without limitation, any and all freight elevator charges, shall be paid by Sub-Sub-subtenant to Sub-Sub-sublandlord as Additional Rent within thirty (30) days after receipt of an invoice from Sub-Sub-sublandlord to Sub-Sub-subtenant evidencing such costs and/or expenses.

14.11 Condominium Documents. From and after the Condominium Conversion Date, all of the provisions of the Condominium Documents shall be deemed and taken to be covenants running with the Land, the Building and the Unit (subject and subordinate to the Ground

Lease and the Unit Ground Lease), as though such provisions were recited and stipulated at length herein and in each and every other lease of the Unit (or to any portion of the Unit). From and after the Condominium Conversion Date, Sub-Sub-subtenant shall comply with all of the terms and provisions of the Condominium Documents relating to the use and occupancy of the Sub-Sub-sublease Premises and shall not take any action, or fail to take any action which it is obligated to perform under this Sub-Sub-sublease, which would cause Landlord, Sublandlord, Sub-Sublandlord or Sub-Sub-sublandlord to be in default or violation under any of the Condominium Documents.

14.12 Condominium Obligations. Except as hereinafter set forth, to the extent that any Condominium Board is responsible under the Condominium Documents to provide utilities or service to the Unit or to repair or restore the Common Elements, the Unit and/or the Sub-Sub-subleased Premises or any appurtenance thereto, or to take any other action which the Condominium Board is required to take under the Condominium Documents (each, a "Condominium Obligation"), Sub-Sub-sublandlord shall use its diligent good faith efforts to cause Sub-Sublandlord to cause Sublandlord to cause Landlord, at Landlord's expense (which shall not be reimbursable by way of Operating Expenses), to cause such Condominium Board to comply with the same but neither Landlord, Sublandlord nor Sub-sublandlord shall have any obligation to provide any Condominium Obligation nor shall Landlord, Sublandlord, Sub-sublandlord or Sub-Sub-sublandlord have any liability to Sub-Sub-subtenant for the failure of any Condominium Board to provide or comply with the Condominium Obligations unless Landlord or a Landlord Entity is in control of such Condominium Board, in which event Landlord shall be liable for and shall be responsible for the performance of such Condominium Obligation. Except as expressly set forth in this Sub-Sub-sublease, neither Landlord, Sublandlord, Sub-sublandlord nor Sub-Sub-sublandlord shall have liability to Sub-Sub-subtenant for any damage which may arise, nor shall Sub-Sub-subtenant's obligations hereunder be diminished by reason of, (i) the failure of any Condominium Board to keep, observe or perform any of its obligations pursuant to the terms of the Condominium Documents, or (ii) the acts, omissions or negligence of any Condominium Board, its agents, contractors, or employees. Neither Sub-Sub-sublandlord nor Sub-Sub-subtenant shall do anything that would constitute a default under the Condominium Documents or omit to do anything that such party is obligated to do under the terms of this Sub-Sub-sublease or the Sub-sublease so as to cause there to be a default under the Condominium Documents, or cause the other to incur any expense or liability under the Condominium Documents (and, if either party shall cause the other to incur any such expense in violation hereof, the causing party shall reimburse the other within thirty (30) days after demand).

14.13 Confidentiality. Sub-Sub-sublandlord and Sub-Sub-subtenant shall each use reasonable efforts to keep the terms of this Sub-Sub-sublease confidential, and shall not disclose the terms and conditions of this Sub-Sub-sublease to other persons, other than (i) the Brokers, (ii) Landlord, Sublandlord, Sub-sublandlord and any Superior Party or proposed Superior Party, (iii) the attorneys and financial advisors representing each party, (iv) with respect to Sub-Sub-subtenant, any proposed sub-sub-sub-subtenant of the Sub-Sub-sublease Premises or assignee of this Sub-Sub-sublease, (v) their respective lenders, potential purchasers and investors or (vi) if required to do so to enforce the terms of this Sub-Sub-sublease or as may otherwise be required to be disclosed by law or regulatory requirements or by judicial process.

15. Access. Sub-Sub-sublandlord shall be entitled to enter the Sub-Sub-sublease Premises at reasonable times on reasonable prior notice and in accordance with the terms of the Sub-sublease as incorporated herein by reference.

16. Letter of Credit.

(a) Upon execution by Sub-Sub-subtenant of this Sub-Sub-sublease, Sub-Sub-subtenant shall furnish to Sub-Sub-sublandlord, at Sub-Sub-subtenant's sole cost and expense, a clean, irrevocable and unconditional letter of credit (the "Letter of Credit") in the amount of Nine Hundred Seventy Seven Thousand Five Hundred Fifty-Four and 00/100 Dollars ($977,554.00) (the "Security Deposit") drawn in favor of Sub-Sub-sublandlord substantially in the form attached hereto as Exhibit D, which shall be assignable, upon request, by Sub-Sub-sublandlord at no additional charge to Sub-Sub-sublandlord.

(b) The Letter of Credit shall be issued by and drawn on Silicon Valley Bank or another commercial bank acceptable to Sub-Sub-sublandlord in its reasonable discretion and at a minimum having a long-term issuer credit rating from Standard & Poor's Professional Rating Service of "A" or a comparable rating from Moody's Professional Rating Service. If any other issuer's credit rating is reduced below A, or if the financial condition of Silicon Valley Bank or any other issuer changes in a materially adverse way, then the Sub-Sub-subtenant shall obtain from a different issuer that is reasonably approved by Sub-Sub-sublandlord, a replacement Letter of Credit that complies in all respects with the requirements of this Section within twenty (20) days following such event. If the issuer of any Letter of Credit held by Sub-Sub-sublandlord is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity then, effective as of the date such receivership or conservatorship occurs, said Letter of Credit shall be deemed not to meet the requirements of this Section, and Sub-Sub-subtenant shall obtain from a different issuer that is reasonably approved by Sub-Sub-sublandlord a replacement Letter of Credit that complies in all respects with the requirements of this Section within twenty (20) days following such event. In any event, Sub-Sub-subtenant shall, unless such Letter of Credit is "evergreen", not later than thirty (30) days prior to the expiration of the term of the Letter of Credit or any replacement Letter of Credit, deliver to Sub-Sub-sublandlord a replacement Letter of Credit such that a Letter of Credit shall be in effect at all times after the date of this Sub-Sub-sublease until thirty (30) days beyond the end of the Term, and any extensions or renewals thereof, and thereafter so long as Sub-Sub-subtenant is in occupancy of any part of the Sub-Sub-sublease Premises. If Sub-Sub-subtenant fails to deliver to Sub-Sub-sublandlord a replacement Letter of Credit within the time limits set forth in this Section, Sub-Sub-sublandlord may, without limiting Sub-Sub-sublandlord's other rights or remedies on account of such failure, draw down the full amount of the existing Letter of Credit without notice or demand and retain and apply the proceeds thereof as substitute security subject to the provisions of this Section. Sub-Sub-subtenant shall be responsible for the payment of any and all costs incurred with the review of any replacement Letter of Credit (including, without limitation, Sub-Sub-sublandlord's reasonable attorneys' fees and disbursements). Any and all fees or costs charged by the issuer in connection with the issuance, maintenance or transfer of the Letter of Credit shall be paid by Sub-Sub-subtenant. If a Letter of Credit is lost, mutilated, stolen or destroyed, Sub-Sub-subtenant shall cooperate with Sub-Sub-sublandlord to have the Letter of Credit replaced (but the cost to replace such Letter of Credit shall be borne by Sub-Sub-sublandlord to the extent the Letter of Credit is lost, mutilated, stolen or destroyed while in Sub-Sub-sublandlord's possession). The Security Deposit (whether a Letter of Credit, cash or other collateral) will not operate as a limitation on any recovery to which Sub-Sub-sublandlord may be entitled.

(c) During the Term, and thereafter so long as Sub-Sub-subtenant is in occupancy of any part of the Sub-Sub-sublease Premises, Sub-Sub-sublandlord shall hold the Letter as security for the performance by Sub-Sub-subtenant of all obligations on the part of Sub-Sub-subtenant hereunder. If Sub-Sub-subtenant defaults hereunder beyond the expiration of any applicable notice and cure periods and such default remains uncured, or if Sub-Sub-subtenant remains in occupancy of any part of the Sub-Sub-sublease Premises beyond the expiration of the Term, then Sub-Sub-sublandlord shall have the right from time to time, without notice and without prejudice to any other remedy Sub-Sub-sublandlord may have on account thereof, and upon presentation of a certificate of demand, to draw upon any Letter of Credit and apply any funds so drawn to Sub-Sub-sublandlord's damages arising from, or to cure, such default, holdover by Sub-Sub-subtenant or default by such subtenant, whether such damages accrue before or after summary proceedings or other reentry by Sub-Sub-sublandlord. If Sub-Sub-sublandlord shall so apply any funds, Sub-Sub-subtenant shall immediately restore the Letter of Credit to the face amount required hereunder. If after the expiration or earlier termination of the Term, Sub-Sub-subtenant has vacated the Sub-Sub-sublease Premises and there then exists no default by Sub-Sub-subtenant in any of the terms or conditions hereof, Sub-Sub-sublandlord shall promptly return the Letter of Credit, or, if applicable, the remaining proceeds thereof, to Sub-Sub-subtenant (which obligation shall survive the expiration or earlier termination of this Sub-Sub-sublease). If Sub-Sub-sublandlord conveys Sub-Sub-sublandlord's interest under this Sub-Sub-sublease, any Letter of Credit or, if applicable, the proceeds thereof, shall be turned over and assigned by Sub-Sub-sublandlord to Sub-Sub-sublandlord's grantee (or, at Sub-Sub-sublandlord's election, Sub-Sub-subtenant shall furnish Sub-Sub-sublandlord's successor with a new replacement Letter of Credit showing such successor as payee, provided that the original Letter of Credit then outstanding shall be simultaneously returned to Sub-Sub-subtenant). From and after any such transfer, assignment or return, Sub-Sub-subtenant agrees to look solely to such grantee for proper application of the funds in accordance with the terms of this Section and the return thereof in accordance herewith. None of Landlord, Sublandlord, Sub-Sublandlord or any mortgagee shall be responsible to Sub-Sub-subtenant for the return or application of any such Letter of Credit, or, if applicable, the proceeds thereof, whether or not it succeeds to the position of Sub-Sub-sublandlord hereunder, unless such Letter of Credit shall have been received in hand by, and assigned to, Landlord, Sublandlord, Sub-Sublandlord or such mortgagee.

(d) If Sub-Sub-subtenant shall fail to deliver the Letter of Credit or any replacement Letter of Credit to Sub-Sub-sublandlord within five (5) Business Days after receipt by Sub-Sub-subtenant of a notice thereof from Sub-Sub-sublandlord, then the same shall be deemed to be an immediate default hereunder, entitling Sub-Sub-sublandlord to exercise all remedies available under Article 20 of the Lease as incorporated herein by reference.

17. Sub-Sublandlord Furniture. From and after the Commencement Date and thereafter at all times during the Term, Sub-Sub-subtenant shall have the right, without charge, to use the furniture and fixtures (collectively, the "Sub-sublandlord Furniture") listed on Exhibit E attached hereto (including, without limitation, any televisions, video monitors and related equipment listed on said Exhibit E). The Sub-sublandlord Furniture is being made available to Sub-Sub-subtenant without representation or warranty by Sub-Sub-sublandlord as to its condition,

state of repair or suitability for Sub-Sub-subtenant's use, or any other matter related thereto, and Sub-Sub-sublandlord shall have no liability or obligations of any nature whatsoever to Sub-Sub-subtenant with respect to the Sub-sublandlord Furniture (including, without limitation, any obligation to repair, maintain or replace same at any time during the Term). Sub-Sub-subtenant agrees to maintain the Sub-sublandlord Furniture in good condition throughout the Term (subject to ordinary wear and tear and fire and other casualty and subject to the proviso set forth in the next sentence). The Sub-sublandlord Furniture shall be and remain the property of Sub-sublandlord during the Term; provided that if certain items of Sub-sublandlord Furniture are no longer desired by Sub-Sub-subtenant for use in the Sub-Sub-sublease Premises, Sub-Sub-subtenant, at Sub-Sub-subtenant's option on written notice to Sub-Sublandlord and Sub-Sub-sublandlord, may remove such items from the Sub-Sub-sublease Premises and dispose of them at Sub-Sub-subtenant's sole cost and expense. Sub-Sub-subtenant hereby agrees to indemnify and hold Sub-sublandlord and Sub-Sub-sublandlord harmless from and against any claims arising in connection with the removal of any items of Sub-Sublandlord Furniture from the Sub-Sub-sublease Premises by Sub-Sub-subtenant or its agents, contractors or employees or any injury to person or property in connection with the use of the Sub-sublandlord Furniture. On the Expiration Date, Sub-Sub-subtenant shall at Sub-Sub-subtenant's option purchase the Sub-Sublandlord Furniture for one dollar ($1.00), provided that (i) Sub-Sub-subtenant has delivered a written notice to Sub-Sub-sublandlord of Sub-Sub-subtenant's desire to purchase the Sub-sublandlord Furniture at least one hundred twenty (120) days prior to the Expiration Date and (ii) if this Sub-Sub-sublease shall terminate early due to a default of Sub-Sub-subtenant hereunder, then Sub-Sub-subtenant shall not have any right to purchase the Sub-sublandlord Furniture, but Sub-Sub-sublandlord may, in its sole discretion, require that Sub-Sub-subtenant remove the Sub-sublandlord Furniture from the Sub-Sub-sublease Premises at Sub-Sub-subtenant's sole cost and expense. Sub-Sub-subtenant agrees to carry at Sub-Sub-subtenant's sole cost and expense fire and casualty insurance on the Sub-sublandlord Furniture in an amount equal to its replacement value and to name Sub-sublandlord and Sub-Sub-sublandlord as additional insureds on such insurance policy (it being agreed that the provisions of Section 16.08A of the Lease hereby apply to Sub-Sub-subtenant's insurance as if fully incorporated herein). Sub-Sub-sublandlord and Sub-Sub-subtenant agree to treat Sub-sublandlord as the owner of the Sub-sublandlord Furniture for Federal, State and local income tax purposes until the Sub-sublandlord Furniture becomes the property of Sub-Sub-subtenant upon the Expiration Date or, if so elected by Sub-Sub-sublandlord, upon the earlier termination of this Sub-Sub-sublease. No portion of the Rental due hereunder shall be deemed for any purpose paid on account of the conveyance or leasing of the Sub-sublandlord Furniture. Sub-Sub-subtenant shall pay when due all sales taxes, if any, imposed by the City or State of New York in connection with the transfer of the Sub-sublandlord Furniture to Sub-Sub-subtenant on the Expiration Date. If Sub-Sub-subtenant elects to purchase the Sub-sublandlord Furniture, Sub-Sub-subtenant shall be required to remove the Sub-sublandlord Furniture upon the Expiration Date at its sole cost and expense. If Sub-Sub-subtenant does not elect to purchase the Sub-sublandlord Furniture, it shall not be required to remove the Sub-sublandlord Furniture upon the Expiration Date. The provisions of this Section 17 shall survive the expiration or earlier termination of this Sub-Sub-sublease.

18. Sub-Sub-Sublandlord Furniture. From and after the Commencement Date and thereafter at all times during the Term, Sub-Sub-subtenant shall have the right, without charge, to use the furniture and fixtures (collectively, the "Sub-Sub-sublandlord Furniture") listed on Exhibit F attached hereto (including, without limitation, any televisions, video monitors and related equipment listed on said Exhibit F). The Sub-Sub-sublandlord Furniture is being made

available to Sub-Sub-subtenant without representation or warranty by Sub-Sub-sublandlord as to its condition, state of repair or suitability for Sub-Sub-subtenant's use, or any other matter related thereto, and Sub-Sub-sublandlord shall have no liability or obligations of any nature whatsoever to Sub-Sub-subtenant with respect to the Sub-Sub-sublandlord Furniture (including, without limitation, any obligation to repair, maintain or replace same at any time during the Term). Sub-Sub-subtenant agrees to maintain the Sub-Sub-sublandlord Furniture in good condition throughout the Term (subject to ordinary wear and tear and fire and other casualty and subject to the proviso set forth in the next sentence). The Sub-Sub-sublandlord Furniture shall be and remain the property of Sub-Sub-sublandlord during the Term; provided that if certain items of Sub-Sub-sublandlord Furniture are no longer desired by Sub-Sub-subtenant for use in the Sub-Sub-sublease Premises, Sub-Sub-subtenant, at Sub-Sub-subtenant's option on written notice to Sub-Sub-sublandlord, may remove such items from the Sub-Sub-sublease Premises and dispose of them at Sub-Sub-subtenant's sole cost and expense. Sub-Sub-subtenant hereby agrees to indemnify and hold Sub-Sub-sublandlord harmless from and against any claims arising in connection with the removal of any items of Sub-Sub-Sublandlord Furniture from the Sub-Sub-sublease Premises by Sub-Sub-subtenant or its agents, contractors or employees or any injury to person or property in connection with the use of the Sub-Sub-sublandlord Furniture. On the Expiration Date, Sub-Sub-subtenant shall purchase the Sub-Sub-Sublandlord Furniture for one dollar ($1.00), provided that if this Sub-Sub-sublease shall terminate early due to a default of Sub-Sub-subtenant hereunder, then Sub-Sub-subtenant shall not have any right to purchase the Sub-Sub-sublandlord Furniture, but Sub-Sub-sublandlord may, in its sole discretion, require that Sub-Sub-subtenant remove the Sub-Sub-sublandlord Furniture from the Sub-Sub-sublease Premises at Sub-Sub-subtenant's sole cost and expense. Sub-Sub-subtenant agrees to carry at Sub-Sub-subtenant's sole cost and expense fire and casualty insurance on the Sub-Sub-sublandlord Furniture in an amount equal to its replacement value and to name Sub-Sub-sublandlord as additional insured on such insurance policy (it being agreed that the provisions of Section 16.08A of the Lease hereby apply to Sub-Sub-subtenant's insurance as if fully incorporated herein). Sub-Sub-sublandlord and Sub-Sub-subtenant agree to treat Sub-Sub-sublandlord as the owner of the Sub-Sub-sublandlord Furniture for Federal, State and local income tax purposes until the Sub-Sub-sublandlord Furniture becomes the property of Sub-Sub-subtenant upon the Expiration Date or, if so elected by Sub-Sub-sublandlord, upon the earlier termination of this Sub-Sub-sublease. No portion of the Rental due hereunder shall be deemed for any purpose paid on account of the conveyance or leasing of the Sub-Sub-sublandlord Furniture. Sub-Sub-subtenant shall pay when due all sales taxes, if any, imposed by the City or State of New York in connection with the transfer of the Sub-Sub-sublandlord Furniture to Sub-Sub-subtenant on the Expiration Date. Sub-Sub-subtenant shall be required to remove the Sub-Sub-sublandlord Furniture upon the Expiration Date at its sole cost and expense. The provisions of this Section 17 shall survive the expiration or earlier termination of this Sub-Sub-sublease.

[Signature Page Follows]

IN WITNESS WHEREOF, Sub-Sub-sublandlord and Sub-Sub-subtenant have duly executed this Sublease as of the day and year first above written.

SUB-SUB-SUBLANDLORD:

IDEELI INC.

By: */s/ Brian Kayman*
Name: Brian Kayman
Title: VP

SUB-SUB-SUBTENANT:

DATADOG, INC.

By: */s/ Olivier Pomel*
Name: Olivier Pomel
Title: CEO

EXHIBIT A

REDACTED LEASE

EXHIBIT B

REDACTED SUBLEASE

Exhibit B-1

EXHIBIT C

REDACTED SUB-SUBLEASE

Exhibit C-1

EXHIBIT D

LETTER OF CREDIT

Exhibit D-1

EXHIBIT E

SUB-SUBLANDLORD FURNITURE

EXHIBIT F

SUB-SUB-SUBLANDLORD FURNITURE

31.

Exhibit 10.10

AGREEMENT OF SUB-SUBLEASE

This AGREEMENT OF SUB-SUBLEASE (this "Sub-sublease"), made as of the 18th day of September, 2017, between BT AMERICAS INC., a Delaware corporation ("Sub-sublandlord"), and DATADOG, INC, a Delaware corporation ("Sub-subtenant").

RECITALS:

A. WHEREAS, by that certain Lease dated August 16, 2006 (the "Lease"), between FC Eighth Ave., LLC, a Delaware limited liability company ("Landlord"), as landlord, and Legg Mason, Inc., a Maryland corporation ("Legg"), as tenant, a redacted copy of which has been delivered to Sub-subtenant, Landlord leased to Legg all of the rentable square feet on the entire 45th, 46th, 47th, 48th, 49th and 50th floors, as well as certain roof top space and storage space (collectively, the "Lease Premises") of the building located at 620 Eighth Avenue, New York, New York (the "Building"), as more particularly set forth in the Lease;

B. WHEREAS, the interest of Landlord in the Building is subject and subordinate to, among other things, the terms and provisions of the Ground Lease and the Condominium Documents (as such terms are defined in the Lease);

C. WHEREAS, by that certain Assignment and Assumption of Lease dated August 16, 2006 between Legg and Clearbridge Advisors, LLC, a Delaware limited liability company ("Sublandlord"), a copy of which is attached to the Lease, Legg assigned its interest under the Lease to Sublandlord;

D. WHEREAS, by that certain Agreement of Sublease dated as of April 8, 2008 (the "Sublease"), a redacted copy of which has been delivered to Sub-subtenant, Sublandlord subleased to Sub-sublandlord, a portion of the Lease Premises consisting of all of the rentable square feet on the entire 45th and 46th floors of the Building (the "Sublease Premises"); and

E. WHEREAS, Sub-sublandlord hereby desires to sub-sublease a portion of the Sublease Premises consisting of all of the rentable square feet on the entire 46th floor of the Building (the "Sub-sublease Premises") to Sub-subtenant and Sub-subtenant desires to hire the Sub-sublease Premises from Sub-sublandlord on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

1. Sub-subleasing of the Sub-sublease Premises. Sub-sublandlord hereby sub-subleases to Sub-subtenant, and Sub-subtenant hereby hires from Sub-sublandlord, the Sub-sublease Premises, upon and subject to the terms and conditions hereinafter set forth.

2. Term.

2.1 Commencement and Expiration Dates. The term (the "Term") of this Sub-sublease shall (x) with respect to the portion of the Sub-Sublease Premises indicated as Space A on Exhibit A attached hereto, commence on the date (the "Space A Commencement Date") upon which Landlord and Sublandlord shall execute and deliver a Consent Agreement to this Sub-

sublease reasonably acceptable to all parties (the "Consent") and possession of the Sub-sublease Premises is delivered to Sub-subtenant in the condition required by this Sub-sublease, with all items required to be delivered on the Space A Commencement Date and (y) with respect to the portion of the Sub-sublease Premises indicated as Space B on Exhibit A attached hereto, and provided the Consent has been obtained, commence on April 1, 2018 (the "Space B Commencement Date"), provided, however, that within Sub-sublandlord's discretion, and with Sub-subtenant's obligation to consent to the following, (i) Sub-sublandlord may adjourn that April 1, 2018 date to June 1, 2018 by notice to Sub-subtenant not later than January 31, 2018; or (ii) Sub-sublandlord may advance the April 1, 2018 date at its discretion by notice to Sub-subtenant no later than thirty (30) days prior to the new Space B Commencement Date. Time shall be of the essence with respect to any notice required pursuant to the prior sentence. With respect to the entire Sub-sublease Premises (i.e., Space A and Space B), the Term of this Sub-sublease shall terminate on December 28, 2023, or on such earlier date upon which the Term shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this Sub-sublease, the Sublease or the Lease (with respect to any termination of the Lease or the Sublease, subject to the terms hereof), or pursuant to law (the "Expiration Date"). Sub-subtenant shall not have any option to extend the Term. Sub-sublandlord shall deliver possession of Space A to Sub-subtenant on the Space A Commencement Date and Space B on the Space B Commencement Date in their current "as is", broom-clean condition, reasonable wear and tear from the date hereof excepted, vacant and free of all personal property (other than Sub-sublandlord's Furniture (as such term is hereinafter defined)) and with all cabling disconnected within the IT room.

2.2 Failure to Deliver Possession.

(a) If Sub-sublandlord is unable or fails to deliver possession of either Space on the applicable Commencement Date, except as provided in this Section 2.2 hereof (i) Sub-sublandlord shall not be subject to any liability for failure to give possession, (ii) Sub-subtenant waives the right to recover any damages which may result from such failure to give possession, and such failure shall in no way affect the obligations of Sub-subtenant hereunder nor shall the same be construed in any way to extend the Term, (iii) Sub-subtenant shall have no right to rescind this Sub-sublease and Sub-subtenant agrees that the provision of this Section 2.2 shall constitute an "express provision to the contrary" within the meaning of Section 223(a) of the New York Real Property Law, and (iv) the applicable Commencement Date shall be postponed until the date of notice given to Sub-subtenant stating that such Space is ready for delivery to Sub-subtenant and the conditions set forth in Section 2.1 hereof have been satisfied.

(b) Notwithstanding the provisions of Section 2.2(a) hereof, subject to delays due to Force Majeure and Sub-subtenant Delays, in the event possession of Space A is not delivered to Sub-subtenant on the Space A Commencement Date or that possession of Space B is not delivered to Sub-subtenant on the Space B Commencement Date, in either event in the condition required by this Sub-sublease, as the sole remedy of Sub-subtenant (but subject to the provisions of Section 2.2(c) hereof), then so long as Sub-subtenant shall not be in default hereunder beyond the expiration of all applicable notice and cure periods, Sub-subtenant shall be entitled to an additional credit against the Base Rent payable hereunder with respect to the applicable Space equal to twice the per diem Base Rent applicable thereto for the number of days possession is delayed.

(c) Notwithstanding anything to the contrary contained herein, in the event that possession of either Space, in the condition required by this Sub-sublease, is not delivered to Sub-subtenant by the 30th day following the relevant Commencement Date, subject to delays due to Force Majeure and Sub-subtenant Delays, then Sub-subtenant may terminate this Sub-sublease upon written notice to Sub-sublandlord at any time prior to the date possession is delivered, in which case neither party shall have any further obligation to the other party hereunder, except that Sub-sublandlord, as liquidated damages, shall pay to Sub-subtenant an amount (the "Termination Payment") equal to the cost of Sub-subtenant's Initial Work (as defined in Section 2.3 hereof) and the reasonable, documented legal fees incurred by Sub-subtenant in connection with this Sub-sublease (it being agreed that Sub-subtenant shall not be entitled to any other rights, remedies or damages in connection herewith). Sub-sublandlord shall pay the Termination Payment to Sub-subtenant within sixty (60) days after Sub-subtenant delivers notice to Sub-sublandlord terminating this Sub-sublease.

2.3 Sub-subtenant's Initial Work. Sub-subtenant shall, at its expense (except as provided in Section 3.1) (a) as soon as practicable following the Space A Commencement Date, separately demise Space A and Space B as shown in Exhibit A, which Exhibit shall be revised by mutual agreement of the Parties to provide additional details relating to the separation of Space A and Space B, (b) as soon as possible following the Space B Commencement Date, convert the CEC/Showcase Area shown on the second page of Exhibit A attached hereto to office space with finishes consistent with the balance of the Sub-Sublease Premises (collectively, the "Initial Work") and (c) as soon as practicable following completion of the Initial Work, deliver to Sub-sublandlord invoices evidencing the cost of the Initial Work (including all hard and soft costs). Sub-subtenant shall not have the right to perform any Initial Work unless and until Sub-sublandlord has been given a reasonable opportunity to review all initial plans of the Initial Work, contractors and associated costs and has given its written approval, which shall not be unreasonably withheld and shall be given or denied promptly but in no more than ten (10) business days after they are submitted to Sub-sublandlord. Nothing contained herein shall preclude any other approvals required pursuant to the Lease and Sublease. The Parties will coordinate the timing of elements of the Initial Work so as to minimize disruption (e.g., noise, dust, odors, access to Space B) to Sub-sublandlord's operations during the Initial Work, and the Parties shall mutually agree to accommodations to minimize such disruptions, including but not limited to having the work performed outside of normal business hours or having Sub-sublandlord personnel work from home on a particular day as agreed. The Sub-subtenant will also promptly make Sub-sublandlord aware of any non-de minimis changes to the initial plans, and the parties will resolve in good faith any issues or concerns identified by Sub-sublandlord with respect to those changes.

3. Rent and Other Charges.

3.1 Base Rent.

(a) From and after the Space A Commencement Date, Sub-subtenant shall pay to Sub-sublandlord, as rent for Space A, base annual rent of $792,000.00 ("Space A Base Rent") and from and after the Space B Commencement Date, Sub-subtenant shall pay Sub-sublandlord as rent for the entire Sub-sublease Premises, base annual rent of $3,221,955.00 (combined, the "Base Rent"). Base Rent shall be payable in equal monthly installments, in advance on or prior to the first day of each month, as follows:

(b) If Base Rent for either Space A or the entire Sub-sublease Premises shall commence on a date other than the first (1st) day of any calendar month, the applicable Base Rent payable hereunder for such month shall be prorated on a per diem basis and shall be paid on the date the applicable Base Rent commences. If the Expiration Date shall occur on any date other than the last day of a calendar month, Base Rent for such month shall be prorated on a per diem basis based on the number of days in the Term occurring in such month.

(c) Promptly after each Commencement Date is determined, Sub-sublandlord and Sub-subtenant, at either Sub-sublandlord's or Sub-subtenant's request, shall execute an agreement setting forth each of the above dates. Sub-subtenant's or Sub-sublandlord's failure or refusal to sign the same shall in no event affect the determination of such dates or either party's obligations hereunder.

(d) Notwithstanding any provision hereof to the contrary, the Base Rent for the entire Sub-sublease Premises shall not be payable for the period of five months following the Space B Commencement Date (in addition to any additional credits pursuant hereto).

(e) In addition to any credit that may be due to Sub-subtenant pursuant to Section 2.2 hereof, commencing April 1, 2019 Sub-subtenant shall be given a credit against the entire Base Rent equal to the reasonable costs of the Initial Work as approved by Sub-sublandlord pursuant to Section 2.3, provided that such credit shall not exceed five months of Base Rent.

3.2 Additional Rent. In addition to Base Rent, Sub-subtenant shall pay to Sub-sublandlord when due all other amounts payable by Sub-subtenant to Sub-sublandlord under the provisions of this Sub-sublease (collectively, "Additional Rent"); provided that Sub-sublandlord shall have delivered to Sub-subtenant reasonable backup documentation showing that Sub-sublandlord shall have incurred such amounts. Additional Rent shall include any and all amounts other than Base Rent payable hereunder, which, by the terms of the Sublease, as incorporated herein, would become due and payable by the Subtenant thereunder to Sublandlord as additional rent or otherwise and which would not have become due and payable but for the acts, requests for services, and/or failures to act of Sub-subtenant, its agents, officers, representatives, employees, servants, contractors, invitees, licensees or visitors under this Sub-sublease, including, but not limited to: (i) any increases in Landlord's or Sublandlord's fire, rent or other insurance premiums resulting from any act or omission of Sub-subtenant, (ii) any charges on account of Sub-subtenant's use of heating, ventilation or air-conditioning or condenser water, (iii) any charges to Sub-sublandlord or Sub-subtenant on account of Sub-subtenant's use of special cleaning and freight elevator services or for overtime or other extra services requested or required by Sub-subtenant, and (iv) any review, approval or other fees charged by Sublandlord under the Sublease, or Landlord under the Lease on account of Sub-subtenant. Following Sub-subtenant's receipt of any services for which such Additional Rent would be payable and receipt by Sub-sublandlord of any statement or written demand from Sublandlord or Landlord for payment of any such Additional Rent, Sub-sublandlord will furnish Sub-subtenant with a copy of such statement or demand, together with a statement of the amount of any such Additional Rent. Sub-subtenant shall pay to Sub-sublandlord the amount of any Additional Rent payable under this Sub-sublease at least two (2) Business Days prior to the date on which payment thereof is due under the applicable provision of the Sublease (provided that such statement or demand shall have been delivered to Sub-subtenant). The obligations of Sub-subtenant to pay Base Rent and Additional Rent hereunder shall survive the expiration or termination of this Sub-sublease.

3.3 Escalation Rent. Notwithstanding any provision of this Sub-sublease (or any provision of the Sublease incorporated herein) to the contrary, Sub-sublandlord, not Sub-subtenant, shall timely pay any Escalation Rent, including any Tax Payment, Operating Expense and BID Payment pursuant to the Sublease (it being intended that Sub-subtenant shall have no obligation to pay any Escalation Rent).

3.4 Electricity Charges. From and after each Commencement Date, except as provided in this Section, Sub-subtenant shall pay, as Additional Rent, one hundred percent (100%) of all of the amounts (including, without limitation, any administrative charges or other markups as provided by the terms of the Lease) which Sub-sublandlord is required to pay for electricity for the relevant Space pursuant to the Sublease, including all taxes and surcharges, as such amount may be increased or decreased from time to time pursuant to the Sublease. Notwithstanding the foregoing, Sub-subtenant shall not be required to pay, and Sub-sublandlord shall timely pay, all charges for electricity in excess of (a) until the day immediately preceding the Space B Commencement Date, $18,000.00 per annum for Space A and (b) from and after the Space B Commencement date, $73,226.25 per annum for the entire Sub-sublease Premises.

3.5 Interest on Late Payments. If Sub-subtenant shall fail to pay when due any installment of Base Rent, Additional Rent or other costs, charges and sums payable by Sub-subtenant hereunder (such Additional Rent or other costs, charges and sums, together with Base Rent, hereinafter collectively referred to as the "Rental") Sub-subtenant shall pay to Sub-sublandlord, as Additional Rent, interest on such payments in accordance with the provisions of Section 3.03 of the Lease, as incorporated hereby (including the grace periods set forth in that Section, as the same may be shortened hereby).

3.6 Address for Payment. All Rental shall constitute rent under this Sub-sublease, and shall be payable to Sub-sublandlord at its address as set forth in Article 9 hereof, unless Sub-sublandlord shall otherwise so direct in writing.

3.7 No Set Off. Sub-subtenant shall promptly pay the Rental as and when the same shall become due and payable without set off, offset or deduction of any kind whatsoever, except as expressly set forth or incorporated herein, and, in the event of Sub-subtenant's failure to pay the same when due (subject to any notice, cure and/or grace periods provided herein or in the Lease (as incorporated herein by reference)), Sub-sublandlord shall have all of the rights and remedies provided for herein in the case of non-payment of rent.

3.8 No Waiver. Sub-sublandlord's failure during the Term to prepare and deliver any statements or bills required to be delivered to Sub-subtenant hereunder, or Sub-sublandlord's failure to make a demand under this Sub-sublease shall not in any way be deemed to be a waiver of, or cause Sub-sublandlord to forfeit or surrender its rights to collect any Rental which may have become due pursuant to this Sub-sublease during the Term. Sub-subtenant's liability for Rental due under this Sub-sublease accruing during the Term shall survive the expiration or earlier termination of this Sub-sublease. No payment by Sub-subtenant or receipt by Sub-sublandlord of any lesser amount than the amount stipulated to be paid hereunder shall be

deemed other than on account of the earliest stipulated rent or Additional Rent; nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Sub-sublandlord may accept any check or payment without prejudice to Sub-sublandlord's right to recover the balance due or to pursue any other remedy available to Sub-sublandlord.

3.9 Rent Disputes. Sub-sublandlord shall promptly furnish to Sub-subtenant a copy of each notice or statement from Landlord, Sublandlord affecting the Sub-sublease Premises, excluding, Tax Statements, BID Statements and Operating Expense Statements. If Sub-sublandlord disputes the correctness of any such notice or statement (or if Sub-subtenant disputes the correctness and requests that Sub-sublandlord dispute the notice or statement in accordance with the provisions of this Sub-sublease) and if such dispute is resolved in Sub-sublandlord's favor, or if Sub-sublandlord shall receive any refund of Additional Rent without a dispute, Sub-sublandlord shall promptly pay to Sub-subtenant any refund received by Sub-sublandlord in respect (but only to the extent) of any related payments of Additional Rent made by Sub-subtenant less any amounts theretofore received by Sub-subtenant directly from Sublandlord or Landlord and relating to such refund (after deducting from the amount of any such refund a proportionate amount of all expenses, including court costs and reasonable attorneys' fees, incurred by Sub-sublandlord in resolving such dispute, calculated based on the percentage of the total amount of such refund which is payable to Sub-subtenant), provided that, pending the final determination of any such dispute (by agreement or otherwise), Sub-subtenant shall pay the full amount of Base Rent and Additional Rent in accordance with this Sub-sublease and the applicable statement or notice of Sublandlord. If Sub-subtenant requests that Sub-sublandlord dispute the correctness of any such notice or statement, but Sub-sublandlord does not agree with such dispute, then Sub-sublandlord shall do so at Sub-subtenant's sole cost and expense. Sub-subtenant shall protect, defend, indemnify and hold harmless Sub-sublandlord from and against any and all losses, damages, penalties, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be sustained or incurred by Sub-sublandlord by reason of Sub-sublandlord objecting to or disputing any notice or statement on Sub-subtenant's behalf and at Sub-subtenant's request.

4. Use. Sub-subtenant shall use and occupy the Sub-sublease Premises for administrative, general and executive offices, and for such incidental and ancillary uses which are usual and customary in Comparable Buildings, and for no other purpose and otherwise in accordance with the terms and conditions of the Sublease and Lease and all applicable laws, including, without limitation, the restrictions set forth in Section 5.02 of the Lease.

5. Covenants with Respect to the Lease and the Sublease.

5.1 Sub-subtenant Covenants. Sub-subtenant does hereby expressly assume and agree to perform and comply with, with regard to the Sub-sublease Premises, each and every obligation of Sub-sublandlord under the Sublease that is not contradicted or superseded by a term of this Sub-sublease, and Sub-subtenant shall not do, or permit to be done, anything that would result in an increase in any of the rents, additional rents, or any other sums or charges payable by Sub-sublandlord under the Sublease or any other obligation or liability of Sub-sublandlord under the Sublease (except to the extent Sub-subtenant agrees to pay such costs) or anything that would constitute a default under the Lease or Sublease, or omit to do anything that Sub-subtenant is obligated to do under the terms of this Sub-sublease, the Sublease or the Lease so as to cause there

to be a default under the Sublease or Lease or cause the Sublease or Lease to be terminated it being agreed, however, that Sub-subtenant shall have no obligation to comply with any provision of the Lease or the Sublease that shall have been redacted and/or not provided to Sub-subtenant or not incorporated into this Sub-sublease.

5.2 Sub-sublandlord Covenants. Sub-sublandlord agrees to maintain the Sublease during the entire term of this Sub-sublease, subject, however, to any earlier termination of the Sublease without the fault of the Sub-sublandlord. Sub-sublandlord shall timely pay to Sublandlord all Rent, Escalation Rent and other sums which are due under the Sublease and Sub-sublandlord shall not do, or permit to be done, anything that would result in an increase in any of the rents, additional rents, or any other sums or charges payable by Sub-subtenant under this Sub-sublease or any other obligation or liability of Sub-subtenant under this Sub-sublease or anything that would constitute a default under the Sublease or omit to do anything that Sub-sublandlord is obligated to do under the terms of this Sub-sublease, the Sublease or the Lease so as to cause there to be a default under the Sublease or the Lease or cause the Sublease or the Lease to be terminated. Sub-sublandlord shall not voluntarily surrender the Sublease, or voluntarily cause the termination of the Sublease, unless Sublandlord agrees to enter into a direct sublease of the Sub-sublease Premises with Sub-subtenant under the same terms and conditions as this Sub-sublease, except in the event such voluntary surrender or termination is the result of a casualty or condemnation, in which case the provisions regarding Landlord's, Sublandlord's, Sub-sublandlord's and Sub-subtenant's respective rights regarding casualty and condemnation shall be governed by the provisions of Article 17 and 18 of the Lease, as incorporated herein by reference. Sub-sublandlord shall protect, defend, indemnify and hold harmless Sub-subtenant from and against any and all losses, damages, penalties, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be sustained or incurred by Sub-subtenant by reason of Sub-sublandlord's default under the Sublease, except to the extent caused or resulting from any act, omission, negligence or willful misconduct of Sub-subtenant or any other occupant of the Sub-sublease Premises.

5.3 Time Limits. The time limits set forth in the Sublease for the giving of notices, making demands, performance of any act, condition or covenant, or the exercise of any right, remedy or option, are changed for the purpose of this Sub-sublease by shortening the same in each instance so that notices shall be given, demands made, or any act, condition or covenant performed, or any right, remedy or option hereunder exercised by Sub-subtenant as the case may be within two (2) Business Days prior to the expiration of the time limit, after taking into account the maximum notice, cure and/or grace period, if any, relating thereto contained in the Sublease with respect to such matter; provided, however, the provisions of this Section 5.3 shall not apply with respect to any specific dates set forth herein (e.g., Sub-subtenant's obligation to pay Base Rent on the first (1st) day of each calendar month). Each party shall, as soon as reasonably practicable, deliver to the other party copies of all notices, requests or demands which relate to the Sub-sublease Premises or the use or occupancy thereof after receipt of same from Sublandlord or Landlord or any of their respective affiliates or the Building manager (it being agreed that Sub-subtenant shall not be required to pay any sum of money (other than Base Rent) to Sub-sublandlord hereunder unless and until Sub-subtenant shall have received written notice that such sum is due).

5.4 Sub-sublandlord Representations. Sub-sublandlord represents to Sub-subtenant that the Sublease is in full force and effect and that to the best of Sub-sublandlord's

knowledge, no default exists on the part of any party to the Sublease. Sub-sublandlord acknowledges that the Sublease previously delivered to Sub-subtenant is a true and correct redacted copy of the Sublease and that the Sublease has not been amended or modified. To Sub-sublandlord's actual knowledge, the copy of the redacted Lease previously delivered to Sub-subtenant (i) is a true and correct redacted copy of the Lease, (ii) has not been amended or modified, and (iii) is in full force and effect. Sub-sublandlord is not aware of any circumstances which, with the passage of time or notice or both, will give rise to a default by Sub-sublandlord or Sublandlord under the Sublease.

6. Subordination to and Incorporation of the Sub-sublease, Sublease, Lease, Condominium Documents and Ground Lease.

6.1 Subordination. Sub-subtenant hereby acknowledges that it has read and is familiar with the provisions of the Lease, and the Sublease and agrees that this Sub-sublease is in all respects subject and subordinate to the terms and conditions of the Lease and Sublease and to all matters to which the Lease, and Sublease is or shall be subject and subordinate, including, without limitation, the Superior Instruments (as defined in the Sublease). In addition, this Sub-sublease shall also be subject to any amendments, modifications or supplements to the Lease or Sublease hereafter made, provided that Sub-sublandlord shall not enter into any amendment, modification or supplement that would adversely affect Sub-subtenant or the Sub-sublease Premises. Sub-subtenant shall not in any event have any rights in respect of the Sub-sublease Premises greater than Sub-sublandlord's rights to such space under the Sublease. Sub-subtenant shall protect, defend, indemnify and hold harmless Sub-sublandlord from and against any and all losses, damages, penalties, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be sustained or incurred by Sub-sublandlord by reason of Sub-subtenant's failure to keep, observe or perform any of the terms, provisions, covenants, conditions and obligations set forth or incorporated in this Sub-sublease, or otherwise arising out of or with respect to Sub-subtenant's use and occupancy of the Sub-sublease Premises from and after each Commencement Date, except to the extent resulting from the negligence or willful misconduct of Sub-sublandlord or its agents, affiliates, employees, contractors or other sub-subtenants or occupants of the Sublease Premises. The provisions of this Section 6.1 shall survive the expiration or earlier termination of the Lease, the Sublease, and/or this Sub-sublease.

6.2 Termination of Lease or Sublease. In the event of a permitted termination, reentry or dispossess by Sublandlord under the Sublease or Landlord under the Lease, Sublandlord or Landlord may, at its option, either terminate this Sub-sublease or take over all of the right, title and interest of Sub-sublandlord under this Sub-sublease, and Sub-subtenant shall, at Sublandlord's or Landlord's option, attorn to Sublandlord or Landlord, as applicable, pursuant to the provisions of this Sub-sublease, except that Sublandlord or Landlord, as applicable, shall not (a) be liable for any previous act, omission or negligence of Sub-sublandlord, (b) be subject to any counterclaim, defense or offset, (c) be bound by any modification or amendment of the Sub-sublease or by any prepayment of more than one month's rent and additional rent which shall be payable as provided in such Sub-sublease, unless such modification or prepayment shall have been approved in writing by Sublandlord or Landlord, as applicable, or (d) be obligated to perform any repairs or other work in the Sub-sublease Premises beyond Sublandlord's or Landlord's, as applicable, obligations under the Sublease or Lease, as applicable. Sub-subtenant shall, promptly upon Sublandlord's or Landlord's request, as applicable, execute and deliver all instruments reasonably required to

confirm such attornment. Sub-subtenant hereby waives all rights under any present or future law to elect, by reason of the termination of the Lease or Sublease, to terminate this Sub-sublease or surrender possession of the Sub-sublease Premises.

Subject to the foregoing, and to any restrictions set forth in this Sub-sublease, if for any reason whatsoever the term of the Sublease or the Lease shall terminate prior to the expiration date of this Sub-sublease, this Sub-sublease shall thereupon be terminated and Sub-sublandlord shall not be liable to Sub-subtenant by reason thereof. Upon such termination, the obligations of Sub-sublandlord and Sub-subtenant (other than the obligation of Sub-subtenant for the payment of any monies then owing to Sub-sublandlord and such other obligations that are expressly made to be effective upon the termination of this Sub-sublease as are set forth in the Sublease and incorporated herein by reference and/or as are set forth in this Sub-sublease) shall cease, except that the parties shall remain liable for any obligations incurred prior to any such termination date for any matter occurring prior to such date.

6.3 Incorporation of Lease and Sublease.

(a) Except as otherwise expressly provided in or otherwise inconsistent with this Sub-sublease, the terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements contained in the Sublease (including, without limitation, the provisions of the Lease that are incorporated by reference into the Sublease) are incorporated into this Sub-sublease by reference, and are made a part hereof as if herein set forth at length, Sub-sublease being substituted for "Sublease" under the Sublease, Sub-sublandlord being substituted for "Sublandlord" under the Sublease, Sub-subtenant being substituted for "Subtenant" under the Sublease, Sub-sublease Premises being substituted for "Sublease Premises" under the Sublease, Sublandlord being substituted for "Landlord" under the Sublease, and Sublease being substituted for "Lease" under the Sublease.

(b) Notwithstanding the provisions of Section 6.3(a) above, the following sections of the Sublease are expressly excluded from incorporation herein except to the extent necessary for determination of an applicable time period or otherwise to clarify the meaning of any terms of this Sub-sublease; provided, however, that notwithstanding the exclusion of the same from incorporation into this Sub-sublease, Sub-subtenant acknowledges that this Sub-sublease remains subject to all of the terms of the Sublease and to the rights of Sublandlord thereunder and, except as provided in this Sub-sublease, Sub-subtenant agrees to perform all covenants of the subtenant thereunder as the same relate to the Sub-sublease Premises and Sub-subtenant's use and occupancy thereof, including, without limitation, under the following excluded sections thereof: Article 1; Article 2; Article 3; Article 4; Article 5; Article 6; Article 7; Article 8; Article 12; Article 13; Article 14; Article 15; Article 16; Article 20; Article 21; Exhibit A; Exhibit B; Exhibit D; and Exhibit E.

(c) Section 6.05A of the Lease is modified such that Sub-subtenant shall have the right to utilize up to 7.5 tons of chilled water capacity provided by Landlord for the Sub-sublease Premises. In the event Sub-subtenant elects to utilize any of such chilled water tonnage, Sub-subtenant shall, at its sole cost and expense, install and maintain a chilled water meter, model PEMC01232, to measure the usage of supplemental chilled water usage. Sub-subtenant shall pay an amount equal to the lesser of (x) all costs of such chilled water as shown on such meters based

on Landlord's actual cost of providing the chilled water without administrative markup or premium, inclusive of Sub-subtenant's share of Landlord's actual labor costs in connection therewith if such chilled water is consumed after-hours or (y) the charges therefor set forth in the Lease. Sub-subtenant shall pay such costs within thirty (30) days after request for payment therefor. Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into this Sub-Sublease and as further incorporated herein shall be modified such that all references to "Landlord" shall refer to the Landlord under the Lease and not to Sublandlord: the first, second, third, fourth, fifth and seventh sentences of Section 7.1; Section 7.2; the first sentence of Section 7.3; the first time such word appears in the second paragraph of Section 7.3; Section 17.4; Section 17.6(g); Section 17.9; and Section 18.

(d) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into this Sub-sublease shall be modified such that all references to "Lease" shall refer to the Lease and not to the Sublease: the second time such word appears in Section 7.1; the second, third, fourth, seventh and sentences of Section 7.1; Section 7.2; the first, second, fifth sentence of Section 7.3; Section 17.4; Section 17.5; Section 17.6(a); Section 17.6(b); Section 17.6(g); Section 17.9; Section 18; and Article 19.

(e) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into this Sub-sublease shall be modified such that all references to "Landlord" shall refer to Sublandlord and Landlord: the first, fifth and tenth sentences of Section 7.1; the fifth sentence of Section 7.3; the last time such word appears in Section 7.3; Section 16.2; Section 17.1; Section 17.2; Section 17.3; Section 17.5; Section 17.6(b); Section 17.7; and Section 17.8.

(f) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into this Sub-sublease shall be modified such that all references to "Lease" shall refer to the Sublease and the Lease: the first time such word appears in Section 7.1; the second, eighth, ninth and tenth sentences of Section 7.1; Article 9; Article 10; Section 16.2; Section 17.1; and Section 17.2.

(g) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Sublease as incorporated into this Sub-sublease shall be modified such that all references to "Sublandlord" shall refer to Sublandlord and Sub-sublandlord: the second sentence of Section 7.3; and Article 9.

(h) Subject to the terms of the Lease and the Sublease, Sub-sublandlord hereby grants Sub-subtenant a non-exclusive license to access a portion of the conduit space allocated to Sub-sublandlord under the Sublease (collectively, the "Conduit Space") to run Sub-subtenant's telecommunications lines, wiring, cabling and associated equipment (collectively, the "Wiring and Cabling") in accordance with the following terms and conditions (it being agreed that the Conduit Space shall be in a location reasonably designated by Sub-sublandlord and reasonably acceptable to Sub-subtenant):

(i) sub-subtenant shall obtain and pay for telecommunications services to be supplied to the Sub-sublease Premises by direct application to and arrangement with any telecommunications service provider approved by Landlord;

(ii) The license granted pursuant to this Section 6.3(h), shall terminate upon the expiration or sooner termination of the Term;

(iii) Sub-subtenant, at Sub-subtenant's sole cost and expense, shall be responsible for the installation of all Wiring and Cabling (including all telecommunications lines, connections and other systems or equipment) necessary in order to provide telecommunications services to the Sub-sublease Premises, and the costs of such service shall be paid by Sub-subtenant directly to the telecommunications service provider. The manner of installation and use of the Wiring and Cabling shall not adversely affect (A) the occupancy of other tenants or occupants of the Building, (B) Landlord's use or operations of the Building, the common areas or premises leased to, available for lease to, other tenants or occupants of the Building or (C) the proper functioning of the Base Systems;

(iv) Landlord, Sublandlord and Sub-sublandlord assume no responsibility either for or in connection with the installation, maintenance, or operation of the Wiring and Cabling or for the safeguarding thereof, nor shall Landlord, Sublandlord or Sub-sublandlord be under any other obligation or liability of any kind whatsoever in connection with this Section 6.3(h) either financially or otherwise;

(v) Sub-subtenant shall comply with all applicable legal requirements and insurance requirements with respect to the Conduit Space and the Wiring and Cabling. Sub-subtenant shall obtain and maintain, at Sub-subtenant's sole cost and expense, all licenses and permits required for the installation, maintenance, replacement and operation of any Wiring and Cabling. Within thirty (30) days after request by Landlord, Sublandlord or Sub-sublandlord, Sub-subtenant shall deliver to Landlord, Sublandlord or Sub-sublandlord copies of any filings or statements which Sub-subtenant may be required to make, from time to time, with any governmental authority with respect to the use of the Conduit Space and any Wiring and Cabling within such Conduit Space;

(vi) The installation of any Wiring and Cabling within the Conduit Space shall be performed by Sub-subtenant upon and subject to the terms and conditions of the Lease, the Sublease and this Sub-Sublease. The method of installation, appearance, safety and operation of the Wiring and Cabling shall be subject to Landlord's, Sublandlord's and Sub-sublandlord's reasonable approval, which approval shall be granted or denied upon and subject to the applicable terms of the Lease, the Sublease or this Sub-sublease. Sub-subtenant shall not alter or move any of the Wiring or Cabling or Sub-sublandlord's wiring or cabling without Landlord's, Sublandlord's and Sub-sublandlord's prior approval upon and subject to the terms and conditions of the Lease, the Sublease and this Sub-sublease;

(vii) Sub-subtenant shall not be charged any additional rental amount by Sub-sublandlord in connection with the operation of the Wiring and Cabling or the use of the Conduit Space. Notwithstanding the foregoing, Sub-subtenant shall be responsible for, and shall pay to Sub-sublandlord within thirty

(30) days after demand therefor, as Additional Rent, all reasonable incremental out-of-pocket costs actually incurred by Sub-landlord in connection with the use of the Conduit Space by Sub-subtenant, including, without limitation, any fees payable to Landlord or Sublandlord in connection therewith. Sub-subtenant shall protect, defend, indemnify and hold harmless Sub-sublandlord from and against any and all losses, damages, penalties, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that may be sustained or incurred by Sub-sublandlord in connection with the Wiring and Cabling or use of the Conduit Space;

(viii) In the event of damage to Sub-sublandlord's existing copper or fiber feeds, if any, resulting from Sub-subtenant's use of the Conduit Space, Sub-subtenant will pay to Sub-sublandlord all costs and expenses and costs incurred by Sub-sublandlord to repair such feeds and restore service (it being agreed that Sub-sublandlord shall be entitled to select the vendor or vendors to perform such repairs), including, without limitation, any costs associated with overtime or union work that may be required to restore lost services, which expenses and costs shall be paid by Sub-subtenant to Sublandlord within thirty (30) days after receipt by Sub-Subtenant of an invoice therefor, as Additional Rent; and

(ix) Sub-subtenant shall deliver evidence reasonably acceptable to Sub-sublandlord that the Conduit Space and the use thereof by Sub-subtenant is covered by the insurance required to be maintained by Sub-subtenant hereunder with respect to the Sub-sublease Premises.

6.4 Sub-sublease Controls. To the extent any terms or conditions of this Sub-sublease conflict with any terms or conditions of the Sublease, as between Sub-sublandlord and Sub-subtenant (but not as to Landlord or Sublandlord), this Sub-sublease shall control and be prevailing.

6.5 Sublandlord and Landlord Representations. Notwithstanding anything herein to the contrary, any and all representations and warranties of Sublandlord set forth in the Sublease or Landlord under the Lease shall be deemed to be representations and/or warranties of Sublandlord or Landlord, as applicable, and shall not be deemed to be representations and/or warranties of Sub-sublandlord and Sub-sublandlord shall have no liability with respect thereto.

6.6 Sub-subtenant Submissions. All provisions of the Sublease that are incorporated herein that require Sub-sublandlord, as Subtenant, to submit, exhibit, supply or provide to Sublandlord, as sublessor, evidence, certificates, or any other matter or thing shall be deemed to require Sub-subtenant to submit, exhibit, supply or provide the same to both Sublandlord and Sub-sublandlord.

7. Electricity. Electricity is currently furnished to the Sub-sublease Premises by Landlord subject to and in accordance with Article 7 of the Lease, and such electricity is metered pursuant to one or more submeters located in, and exclusively measuring the consumption of electricity in, the Sub-sublease Premises. Sub-subtenant shall pay for electricity in accordance with Article 7 of the Lease as incorporated hereby, but subject to the provisions of Section 3.4 of this

Sub-sublease. Sub-sublandlord will not remove any such submeters except to the extent required by Landlord or by Legal Requirements. Sub-subtenant shall pay such utility charges to Sub-sublandlord when and as the underlying obligations with respect thereto are payable by Sub-sublandlord under the Lease and Sublease (or, if paid in the first instance by Sub-sublandlord and billed to Sub-subtenant, then reimbursed to Sub-sublandlord within thirty (30) days thereafter). Sub-sublandlord shall not redistribute electricity from the 46th floor of the Building to any other portion of the Building so that there will be less than 6 watts of actual demand load per gross square foot of the Sub-sublease Premises (exclusive of the electric required to operate the Base Systems (as defined in the Lease)). Sub-subtenant shall not utilize more than 6 watts of actual demand load per gross square foot of the Sub-sublease Premises (exclusive of electric required to operate the Base Systems), and shall have no right to increase its usage beyond such amount under Section 7.01(A) of the Lease or otherwise.

8. Consents. Whenever the consent or approval of Landlord or Sublandlord or any Superior Party is required pursuant to the terms of the Lease or Sublease, if Landlord or Sublandlord, or such Superior Party shall withhold its consent or approval for any reason whatsoever, Sub-sublandlord shall not be deemed to be acting unreasonably if it shall also withhold its consent or approval. If Landlord or Sublandlord shall withhold its consent or approval in connection with this Sub-sublease or the Sub-sublease Premises in any instance where, under the Lease or Sublease, the consent or approval of Landlord or Sublandlord may not be unreasonably withheld, and if Sub-subtenant shall reasonably contend that Landlord or Sublandlord has unreasonably withheld such consent, Sub-sublandlord, upon the request and at the sole cost and expense of Sub-subtenant, shall within fifteen (15) days elect to either (i) timely institute and diligently prosecute any action or proceeding which Sub-subtenant and Sub-sublandlord, in their reasonable judgment, deem meritorious, in order to dispute such action by Landlord or Sublandlord, or (ii) permit Sub-subtenant, to the extent allowable under the Lease and Sublease, to institute and prosecute such action or proceeding in the name of Sub-sublandlord, provided that Sub-subtenant shall keep Sub-sublandlord informed of its actions and shall not take any action which might give rise to a default under the Lease or Sublease. In the event Sub-sublandlord does not timely elect either options (i) or (ii) as set forth in the previous sentence, Sub-subtenant may notify Sub-sublandlord of such failure, and if Sub-sublandlord does not notify Sub-subtenant of its election within five (5) Business Days following receipt of such notice, Sub-sublandlord shall be deemed to have elected option (ii) above. Sub-subtenant shall indemnify Sub-sublandlord and hold it harmless from and against all losses, damages, claims, liabilities, fines, penalties, suits, demands, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, of any nature, arising from or in connection with any action or proceeding instituted under this Article 8 and for any costs and expenses incurred by Sub-sublandlord, Sublandlord or Landlord in connection with the determination of whether to grant any consent requested hereunder.

9. Notices. Any notice, statement, demand, consent, approval, advice or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Sub-sublease or pursuant to any applicable law or requirement of public authority (collectively, "Notices") shall be in writing and shall be deemed to have been properly given, rendered or made only if sent by (i) personal delivery, receipted by the party to whom addressed or (ii) via Federal Express overnight mail or other nationally-recognized overnight courier service, addressed to the addresses set forth below. All such Notices shall be deemed to have been given, rendered or made when delivered and receipted (or refused) by the party to whom addressed, in

the case of personal delivery or on the next Business Day after the day mailed via Federal Express or other nationally-recognized overnight courier service. Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it. Notices hereunder from Sub-sublandlord may be given by Sub-sublandlord's attorney. Notices hereunder from Sub-subtenant may be given by Sub-subtenant's attorney.

Sub-sublandlord's address:

BT Americas Inc. Cypress
Waters Blvd Suite 200
8951 Cypress Waters Blvd.
Dallas, TX 75019
Attn: Head of Real Estate and Facilities

With a copy to:
BT Americas Inc.
Cypress Waters Blvd Suite 200
8951 Cypress Waters Blvd.
Dallas, TX 75019
Attn: Chief Counsel

Sub-subtenant's address:

Datadog, Inc.
620 Eighth Ave. 45th Floor
New York, New York 10018
Attention:

10. Broker. Each party hereto covenants, warrants and represents to the other party that it has had no dealings, conversations or negotiations with any broker concerning the execution and delivery of this Sub-sublease other than Winslow & Company LLC (the "Broker"). Each party hereto agrees to defend, indemnify and hold harmless the other party against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements, arising out of the breach of its respective representations and warranties contained in this Article 10. Sub-sublandlord shall pay the brokerage commission of the Broker pursuant to a separate agreement. The provisions of this Article 10 shall survive the expiration or earlier termination of this Sub-sublease.

11. Condition of the Sub-sublease Premises

11.1 Condition of the Sub-sublease Premises. Sub-subtenant represents that it has made or caused to be made a thorough examination of the Sub-sublease Premises and is familiar with the condition thereof. Sub-subtenant agrees, except as otherwise set forth in this Sub-

sublease, to accept the Sub-sublease Premises in its "as is" condition on the date hereof, reasonable wear and tear between the date hereof and the relevant Commencement Date excepted, and Sub-subtenant's taking possession of the relevant Space shall be conclusive evidence that the same are in satisfactory condition. Except as otherwise set forth herein, Sub-sublandlord has not made and does not make any representations or warranties as to the physical condition of the Sub-sublease Premises, the use to which the Sub-sublease Premises may be put, or any other matter or thing affecting or relating to the Sub-sublease Premises, except as specifically set forth in this Sub-sublease. Sub-sublandlord shall have no obligation whatsoever to alter, improve, decorate or otherwise prepare the Sub-sublease Premises for Sub-subtenant's occupancy. Any cost or expense in connection with the preparation of the Sub-sublease Premises for Sub-subtenant's use and occupancy shall be the responsibility of Sub-subtenant, and to the extent incurred by Sub-sublandlord on Sub-subtenant's behalf, the cost thereof shall be reimbursed or paid to Sub-sublandlord as Additional Rent within thirty (30) days after demand; provided that Sub-sublandlord shall provide Sub-subtenant with copies of such supporting documentation as is reasonably available.

11.2 Restoration. Sub-subtenant shall not be required to restore the Sub-sublease Premises at the end of the Term, except that, notwithstanding the foregoing, (i) if any Alterations performed by Sub-subtenant (or any Person claiming by, through or under Sub-subtenant) in the Sub-sublease Premises is deemed to be a "Specialty Alteration" by Landlord under the Lease, then Sub-subtenant shall remove same at the end of the Term unless directed otherwise by Sub-sublandlord (provided that notice thereof shall have been given to Sub-subtenant after Sub-sublandlord's receipt of such notice from Sub-sublandlord, Sublandlord or Landlord), (ii) in the event that this Sub-sublease is terminated as a result of a default by Sub-subtenant hereunder, then Sub-subtenant shall pay Sub-sublandlord, within thirty (30) days after receipt by Sub-subtenant of an invoice therefor, as Additional Rent, the reasonable out-of-pocket costs and expenses incurred by Sub-sublandlord to restore the portion(s) of the Sub-sublease Premises affected thereby, (iii) Sub-sublandlord will be fully responsible for removal of the internal staircase connecting the 45th and 46th floors and restoration of the floor and ceiling of the 46th and 45th floors, respectively (unless such obligation is waived by Sublandlord or Landlord), and (iv) Sub-subtenant shall deliver the Sub-sublease Premises to Sub-sublandlord on the Expiration Date in good condition, ordinary wear and tear excepted.

12. Consent of Landlord and Sublandlord.

12.1 Conditioned Upon Consent. This Sub-sublease is subject to (and conditioned upon) the approval of Landlord and Sublandlord pursuant to the provisions of Article 8 of the Lease and Section 16.2 of the Sublease. Sub-sublandlord shall promptly request such Consent and shall use commercially reasonable efforts to obtain the same. Following the execution and delivery hereof, Sub-sublandlord will promptly submit this Sub-sublease to Landlord and Sublandlord for such approval. If such approval is not received by Sub-sublandlord within sixty (60) days after the date hereof, either Sub-sublandlord or Sub-subtenant, or if the Commencement Date has not occurred on or before that date, Sub-subtenant, may by written notice given within five (5) days after the expiration of such sixty (60) day period, cancel this Sub-sublease by notice to the other and, if such approval by the Landlord and Sublandlord has not been received or the Commencement Date has not otherwise occurred prior to the cancellation date specified in such notice, this Sub-sublease and the Term shall terminate and expire on the cancellation date set forth

in said notice as if such date were the Expiration Date, and neither party shall have any further obligation or liability to the other party, other than Sub-sublandlord's obligation to promptly reimburse Sub-subtenant amounts theretofore paid by Sub-subtenant to Sub-sublandlord in respect of any prepaid Base Rent under Section 3.1 hereof, and subject to Section 17 below, to promptly return the Letter of Credit (as hereinafter defined) to Sub-subtenant. Landlord's and Sublandlord's approval must be reasonably satisfactory in form and substance to Sub-subtenant and Sub-sublandlord. Sub-subtenant shall reasonably cooperate with Sub-sublandlord to obtain such Consent and shall provide all information concerning Sub-subtenant that Sub-Sublandlord, Sublandlord or Landlord shall reasonably request (but not certified or audited financial statements), but if financial or other confidential information is requested, delivery shall be subject to the execution and delivery of a confidentiality agreement. Sub-sublandlord shall promptly notify Sub-subtenant upon Sub-sublandlord's receipt of the Consent or the denial thereof, and promptly after receipt by Sub-sublandlord, furnish a copy of any Consent to Sub-subtenant. All costs of obtaining the Consent shall be borne by Sub-sublandlord.

13. Defaults: Remedies. Any defaults of Sub-subtenant shall be governed by the provisions of the Sublease as incorporated herein. In the event of a default by Sub-subtenant hereunder beyond the expiration of any applicable notice and cure periods, Sub-sublandlord shall be limited to the rights or remedies granted to Sub-sublandlord pursuant to the incorporation of the provisions of Article 20 of the Lease.

14. Miscellaneous.

14.1 Entire Agreement; Successors. This Sub-sublease contains the entire agreement between the parties concerning the sub-sublet of the Sub-sublease Premises and sets forth all of the covenants, promises, conditions, and understandings between Sub-sublandlord and Sub-subtenant concerning the Sub-sublease Premises. There are no oral agreements or understandings between the parties hereto affecting this Sub-sublease and this Sub-sublease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter hereof, and none shall be used to interpret or construe this Sub-sublease. Any agreement hereafter made shall be ineffective to change, modify or discharge this Sub-sublease in whole or in part unless such agreement is in writing and signed by the parties hereto. No provision of this Sub-sublease shall be deemed to have been waived by Sub-sublandlord or Sub-subtenant unless such waiver is in writing and signed by Sub-sublandlord or Sub-subtenant, as the case may be. The covenants, agreements and rights contained in this Sub-sublease shall bind and inure to the benefit of Sub-sublandlord and Sub-subtenant and their respective permitted successors and assigns. Sub-subtenant shall not record this Sub-sublease, the Sublease or the Lease or any instrument modifying the same.

14.2 Severability. In the event that any provision of this Sub-sublease shall be held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Sub-sublease shall be unaffected thereby.

14.3 Headings; Capitalized Terms. The section headings appearing herein are for purpose of convenience only and are not deemed to be a part of this Sub-sublease. Capitalized terms used herein shall have the same meanings as are ascribed to them in the Sublease, unless otherwise expressly defined herein.

14.4 Binding Effect. This Sub-sublease is offered to Sub-subtenant for signature with the express understanding and agreement that this Sub-sublease shall not be binding upon Sub-sublandlord and Sub-subtenant unless and until Sub-sublandlord shall have executed and delivered a fully executed copy of this Sub-sublease to Sub-subtenant.

14.5 Insurance. All commercial liability insurance policies required to be obtained by Sub-subtenant under this Sub-sublease or the Sublease (as incorporated herein) shall name Landlord, Sublandlord and Sub-sublandlord as additional insureds.

14.6 Sub-sublease Supersedes. In the event of a conflict or inconsistency between the provisions of this Sub-sublease and the Sublease, the provisions of this Sub-sublease shall supersede and control; provided, however, the same shall not violate any of the terms of the Sublease. Nothing contained herein shall affect the Sub-sublandlord's rights under the Sublease.

14.7 Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver such further documents, instruments or agreements and shall take such further action as may be necessary or appropriate to effectuate the purpose of this Sub-sublease.

14.8 Counterparts; Facsimile Signatures. This Sub-sublease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument, and by facsimile or other electronic signatures.

14.9 Signage. To the extent permitted under the Consent, if at all, and subject to the terms of the Lease and the Sublease as affected by the Consent, provided that the Signage Threshold (as hereinafter defined) is satisfied, Sub-sublandlord shall request that Landlord and Sublandlord consent to Sub-subtenant installing and maintaining one Building standard sign on or near the "North Concierge Desk" in the lobby of the Building which right is provided to Sub-sublandlord under Section 20.9 of the Sublease. Such signage shall be in accordance with the Building standard currently in place. For purposes of this Sub-sublease, the terms (i) "Signage Threshold" means that (1) a Permitted Entity is then the Sub-subtenant under this Sub-sublease and is sub-subleasing hereunder the entire Sub-sublease Premises, and (2) Permitted Entities collectively Occupy the entire Sub-sublease Premises; (ii) "Occupies" means with respect to Sub-subtenant, actual occupancy of the Sub-sublease Premises (i.e., exclusive of sub-subtenants (other than Affiliates of Sub-subtenant)) in space leased directly from Sub-sublandlord; "Occupied" and "Occupancy" shall have correlative meanings; and (iii) "Permitted Entity" shall mean the Sub-subtenant originally named herein or a Successor to the Sub-subtenant originally named herein and/or an Affiliate of the Sub-subtenant originally named herein. Notwithstanding anything to the contrary contained herein, the failure by Sub-sublandlord to obtain the consent to such signage for Sub-subtenant shall not be a default hereunder and shall not entitle Sub-subtenant to any abatement of rent or right to terminate this Sub-sublease. In the event such consent is given, Sub-subtenant shall be responsible for all costs associated with such signage.

14.10 Move-In Costs. Any costs and expenses (including reasonable attorneys' fees and disbursements) payable under the Lease or Sublease that are incurred in connection with Sub-subtenant's preparation of the Sub-sublease Premises for Sub-subtenant's occupancy and the move in by Sub-subtenant, including, without limitation, any and all freight elevator charges, shall be paid by Sub-subtenant to Sub-sublandlord as Additional Rent within thirty (30) days after receipt of an invoice from Sub-sublandlord to Sub-subtenant evidencing such costs and/or expenses.

14.11 Condominium Documents. From and after the Condominium Conversion Date, all of the provisions of the Condominium Documents shall be deemed and taken to be covenants running with the Land, the Building and the Unit (subject and subordinate to the Ground Lease and the Unit Ground Lease), as though such provisions were recited and stipulated at length herein and in each and every other lease of the Unit (or to any portion of the Unit). From and after the Condominium Conversion Date, Sub-subtenant shall comply with all of the terms and provisions of the Condominium Documents relating to the use and occupancy of the Sub-sublease Premises and shall not take any action, or fail to take any action which it is obligated to perform under this Sub-sublease, which would cause Landlord or Sublandlord or Sub-sublandlord to be in default or violation under any of the Condominium Documents.

14.12 Condominium Obligations. Except as hereinafter set forth, to the extent that any Condominium Board is responsible under the Condominium Documents to provide utilities or service to the Unit or to repair or restore the Common Elements, the Unit and/or the Sub-subleased Premises or any appurtenance thereto, or to take any other action which the Condominium Board is required to take under the Condominium Documents (each, a "Condominium Obligation"), Sub-sublandlord shall use its diligent good faith efforts to cause Sublandlord to cause Sublandlord to cause Landlord, at Landlord's expense (which shall not be reimbursable by way of Operating Expenses), to cause such Condominium Board to comply with the same but neither Landlord, Sublandlord nor Sub-sublandlord shall have any obligation to provide any Condominium Obligation nor shall Landlord, Sublandlord, or Sub-sublandlord have any liability to Sub-subtenant for the failure of any Condominium Board to provide or comply with the Condominium Obligations unless Landlord or a Landlord Entity is in control of such Condominium Board, in which event Landlord shall be liable for and shall be responsible for the performance of such Condominium Obligation. Except as expressly set forth in this Sub-sublease, neither Landlord, Sublandlord nor Sub-sublandlord shall have liability to subtenant for any damage which may arise, nor shall Sub-subtenant's obligations hereunder be diminished by reason of, (i) the failure of any Condominium Board to keep, observe or perform any of its obligations pursuant to the terms of the Condominium Documents, or (ii) the acts, omissions or negligence of any Condominium Board, its agents, contractors, or employees. Neither Sub-sublandlord nor Sub-subtenant shall do anything that would constitute a default under the Condominium Documents or omit to do anything that such party is obligated to do under the terms of this Sub-sublease or the Sublease so as to cause there to be a default under the Condominium Documents, or cause the other to incur any expense or liability under the Condominium Documents (and, if either party shall cause the other to incur any such expense in violation hereof, the causing party shall reimburse the other within thirty (30) days after demand).

14.13 Confidentiality. Sub-sublandlord and Sub-subtenant shall each use reasonable efforts to keep the terms of this Sub-sublease confidential, and shall not disclose the

terms and conditions of this Sub-sublease to other persons, other than (i) the Brokers, (ii) Landlord, Sublandlord and any Superior Party or proposed Superior Party, (iii) the attorneys and financial advisors representing each party, (iv) with respect to Sub-subtenant, any proposed Sub-subtenant of the Sub-sublease Premises or assignee of this Sub-sublease, (v) their respective lenders, potential purchasers and investors or (vi) if required to do so to enforce the terms of this Sub-sublease or as may otherwise be required to be disclosed by law or regulatory requirements or by judicial process.

15. Access. Sub-sublandlord shall be entitled to enter the Sub-sublease Premises at reasonable times on reasonable prior notice and in accordance with the terms of the Sublease as incorporated herein by reference.

16. Letter of Credit.

(a) Upon execution by Sub-subtenant of this Sub-sublease, Sub-subtenant shall furnish to Sub-sublandlord, at Sub-subtenant's sole cost and expense, a clean, irrevocable and unconditional letter of credit (the "Letter of Credit") in the amount of $1,073,985.00) (the "Security Deposit") drawn in favor of Sub-sublandlord substantially in the form attached hereto as Exhibit B, which shall be assignable, upon request, by Sub-sublandlord at no additional charge to Sub-sublandlord.

(b) The Letter of Credit shall be issued by and drawn on Silicon Valley Bank or another commercial bank acceptable to Sub-sublandlord in its reasonable discretion and at a minimum having a long-term issuer credit rating from Standard & Poor's Professional Rating Service of "A" or a comparable rating from Moody's Professional Rating Service. If any other issuer's credit rating is reduced below A, or if the financial condition of Silicon Valley Bank or any other issuer changes in a materially adverse way, then the Sub-subtenant shall obtain from a different issuer that is reasonably approved by Sub-sublandlord, a replacement Letter of Credit that complies in all respects with the requirements of this Section within twenty (20) days following such event. If the issuer of any Letter of Credit held by Sub-sublandlord is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity then, effective as of the date such receivership or conservatorship occurs, said Letter of Credit shall be deemed not to meet the requirements of this Section, and Sub-subtenant shall obtain from a different issuer that is reasonably approved by Sub-sublandlord a replacement Letter of Credit that complies in all respects with the requirements of this Section within twenty (20) days following such event. In any event, Sub-subtenant shall, unless such Letter of Credit is "evergreen", not later than thirty (30) days prior to the expiration of the term of the Letter of Credit or any replacement Letter of Credit, deliver to Sub-sublandlord a replacement Letter of Credit such that a Letter of Credit shall be in effect at all times after the date of this Sub-sublease until thirty (30) days beyond the end of the Term, and any extensions or renewals thereof, and thereafter so long as Sub-subtenant is in occupancy of any part of the Sub-sublease Premises. If Sub-subtenant fails to deliver to Sub-sublandlord a replacement Letter of Credit within the time limits set forth in this Section, Sub-sublandlord may, without limiting Sub-sublandlord's other rights or remedies on account of such failure, draw down the full amount of the existing Letter of Credit without notice or demand and retain and apply the proceeds thereof as substitute security subject to the provisions of this Section. Sub-subtenant shall be responsible for the payment of any and all costs incurred with the review of any replacement Letter of Credit (including, without limitation, Sub-

sublandlord's reasonable attorneys' fees and disbursements). Any and all fees or costs charged by the issuer in connection with the issuance, maintenance or transfer of the Letter of Credit shall be paid by Sub-subtenant. If a Letter of Credit is lost, mutilated, stolen or destroyed, Sub-subtenant shall cooperate with Sub-sublandlord to have the Letter of Credit replaced (but the cost to replace such Letter of Credit shall be borne by Sub-sublandlord to the extent the Letter of Credit is lost, mutilated, stolen or destroyed while in Sub-sublandlord's possession). The Security Deposit (whether a Letter of Credit, cash or other collateral) will not operate as a limitation on any recovery to which Sub-sublandlord may be entitled.

(c) During the Term, and thereafter so long as Sub-subtenant is in occupancy of any part of the Sub-sublease Premises, Sub-sublandlord shall hold the Letter as security for the performance by Sub-subtenant of all obligations on the part of Sub-subtenant hereunder. If Sub-subtenant defaults hereunder beyond the expiration of any applicable notice and cure periods and such default remains uncured, or if Sub-subtenant remains in occupancy of any part of the Sub-sublease Premises beyond the expiration of the Term, then Sub-sublandlord shall have the right from time to time, without notice and without prejudice to any other remedy Sub-sublandlord may have on account thereof, and upon presentation of a certificate of demand, to draw upon any Letter of Credit and apply any funds so drawn to Sub-sublandlord's damages arising from, or to cure, such default, holdover by Sub-subtenant or default by such subtenant, whether such damages accrue before or after summary proceedings or other reentry by Sub-sublandlord. If Sub-sublandlord shall so apply any funds, Sub-subtenant shall immediately restore the Letter of Credit to the face amount required hereunder. If after the expiration or earlier termination of the Term, Sub-subtenant has vacated the Sub-sublease Premises and there then exists no default by Sub-subtenant in any of the terms or conditions hereof, Sub-sublandlord shall promptly return the Letter of Credit, or, if applicable, the remaining proceeds thereof, to Sub-subtenant (which obligation shall survive the expiration or earlier termination of this Sub-sublease). If Sub-sublandlord conveys Sub-sublandlord's interest under this Sub-sublease, any Letter of Credit or, if applicable, the proceeds thereof, shall be turned over and assigned by Sub-sublandlord to Sub-sublandlord's grantee (or, at Sub-sublandlord's election, Sub-subtenant shall furnish Sub-sublandlord's successor with a new replacement Letter of Credit showing such successor as payee, provided that the original Letter of Credit then outstanding shall be simultaneously returned to Sub-subtenant). From and after any such transfer, assignment or return, Sub-subtenant agrees to look solely to such grantee for proper application of the funds in accordance with the terms of this Section and the return thereof in accordance herewith. None of Landlord, Sublandlord, Sub-sublandlord or any mortgagee shall be responsible to Sub-subtenant for the return or application of any such Letter of Credit, or, if applicable, the proceeds thereof, whether or not it succeeds to the position of Sub-sublandlord hereunder, unless such Letter of Credit shall have been received in hand by, and assigned to, Landlord, Sublandlord, Sub-sublandlord or such mortgagee.

(d) If Sub-subtenant shall fail to deliver the Letter of Credit or any replacement Letter of Credit to Sub-sublandlord within five (5) Business Days after receipt by Sub-subtenant of a notice thereof from Sub-sublandlord, then the same shall be deemed to be an immediate default hereunder, entitling Sub-sublandlord to exercise all remedies available under Article 20 of the Lease as incorporated herein by reference.

17. Sub-sublandlord Furniture. From and after the relevant Commencement Date and thereafter at all times during the Term, Sub-subtenant shall have the right, without charge, to use the furniture and fixtures (collectively, the "Sub-sublandord Furniture") listed on Exhibit C attached hereto (including, without limitation, any televisions, video monitors and related equipment listed on said Exhibit C). Any Sub-sublandlord Furniture not on Exhibit C shall be removed from the relevant Space on or before the relevant Commencement Date by Sub-sublandlord at its expense. The Sub-sublandlord Furniture is being made available to Sub-subtenant without representation or warranty by Sub-sublandlord as to its condition, state of repair or suitability for Sub-subtenant's use, or any other matter related thereto, and Sub-sublandlord shall have no liability or obligations of any nature whatsoever to Sub-subtenant with respect to the Sub-sublandlord Furniture (including, without limitation, any obligation to repair, maintain or replace same at any time during the Term). Sub-subtenant agrees to maintain the Sub-sublandlord Furniture in good condition throughout the Term (subject to ordinary wear and tear and fire and other casualty and subject to the proviso set forth in the next sentence). The Sub-sublandlord Furniture shall be and remain the property of Sub-sublandlord during the Term; provided that if certain items of Sub-sublandlord Furniture are no longer desired by Sub-subtenant for use in the Sub-sublease Premises, Sub-subtenant, at Sub-subtenant's option on written notice to Sub-sublandlord, may remove such items from the Sub-sublease Premises and dispose of them at Sub-subtenant's sole cost and expense. Sub-subtenant hereby agrees to indemnify and hold Sub-sublandlord harmless from and against any claims arising in connection with the removal of any items of Sub-Sublandlord Furniture from the Sub-sublease Premises by Sub-subtenant or its agents, contractors or employees or any injury to person or property in connection with the use of the Sub-sublandlord Furniture. On the Expiration Date, Sub-subtenant shall purchase the Sub-sublandlord Furniture for one dollar ($1.00), provided that if this Sub-sublease shall terminate early due to a default of Sub-subtenant hereunder, then Sub-subtenant shall not have any right to purchase the Sub-sublandlord Furniture, but Sub-sublandlord may, in its sole discretion, require that Sub-subtenant remove the Sub-sublandlord Furniture from the Sub-sublease Premises at Sub-subtenant's sole cost and expense. Sub-subtenant agrees to carry at Sub-subtenant's sole cost and expense fire and casualty insurance on the Sub-sublandlord Furniture in an amount equal to its replacement value and to name Sub-sublandlord and Sub-sublandlord as additional insureds on such insurance policy (it being agreed that the provisions of Section 16.08A of the Lease hereby apply to Sub-subtenant's insurance as if fully incorporated herein). Sub-sublandlord and Sub-subtenant agree to treat Sub-sublandlord as the owner of the Sub-sublandlord Furniture for Federal, State and local income tax purposes until the Sub-sublandlord Furniture becomes the property of Sub-subtenant upon the Expiration Date or, if so elected by Sub-sublandlord, upon the earlier termination of this Sub-sublease. No portion of the Rental due hereunder shall be deemed for any purpose paid on account of the conveyance or leasing of the Sub-sublandlord Furniture. Sub-subtenant shall pay when due all sales taxes, if any, imposed by the City or State of New York in connection with the transfer of the Sub-sublandlord Furniture to Sub-subtenant on the Expiration Date. Sub-subtenant shall be required to remove the Sub-sublandlord Furniture upon the Expiration Date at its sole cost and expense. The provisions of this Section 17 shall survive the expiration or earlier termination of this Sub-sublease.

[Signature Page Follows]

IN WITNESS WHEREOF, Sub-sublandlord and Sub-subtenant have duly executed this Sub-sublease as of the day and year first above written.

SUB-SUBLANDLORD:

BT AMERICAS INC.

By: /s/ Hal Bretan
Name: Hal Bretan
Title: Chief Counsel

SUB-SUBTENTANT:

DATADOG, INC.

By: /s/ Olivier Pomel
Name: Olivier Pomel
Title: CEO

Exhibit A

Sub-Sublease Premises

Exhibit B

Letter of Credit

Exhibit C

Furniture

Exhibit 10.11

SUBLEASE

THIS SUBLEASE (this "***Sublease***"), dated as of this 19th day of July 2018, between **COVINGTON & BURLING LLP**, a District of Columbia limited liability partnership, having an office at One CityCenter, 850 Tenth Street, N.W., Washington, D.C. 20001 ("***Sublandlord***") and **DATADOG, INC.**, a Delaware corporation, having an office at 620 Eighth Avenue, 45th Floor, New York, New York ("***Subtenant***").

WITNESSETH

1. ***Demise and Term***. Sublandlord hereby leases to Subtenant, and Subtenant hereby hires from Sublandlord, subject to the terms and conditions of the Main Lease (as defined hereinafter) (to the extent disclosed to Subtenant) the Superior Instruments (as defined hereinafter) and this Sublease, those certain premises constituting approximately 32,623 rentable square feet and being the entire forty-fourth (44th) floor as substantially shown on the floor plan attached hereto as ***Exhibit "A"*** (the "***Subleased Premises***"), in the Building having an address at 620 Eighth Avenue, New York, New York, being part of the premises that were leased to Sublandlord by FC Eighth Ave., LLC, a New York limited liability company ("***Main Landlord***") under the Main Lease, (as defined hereinafter) together with the appurtenances to the Subleased Premises which are demised to Sublandlord under the Main Lease, for the Term (as defined hereinafter). "***Building***" shall mean the building known as The New York Times Building, in the Borough of Manhattan, City, County and State of New York. Subject to **Section 36** of this Sublease, the term ("***Term***") of this Sublease shall commence upon the latest of (a) September 1, 2018, (b) the date of Sublandlord's delivery of the Subleased Premises to Subtenant in the condition required by **Section 13(a)** of this Sublease, or (c) the date that Subtenant receives the Main Landlord's Consent (as defined in Section 36 of this Sublease) (such date, the "***Sublease Commencement Date***"), and the Term hereof shall expire at 11:59 p.m. on the last day of the forty-eighth (48th) full calendar month following the Rent Commencement Date (the "***Expiration Date***"), unless sooner terminated as herein provided. If either party hereto shall so request, the parties hereto shall execute and deliver to each other an instrument confirming the Rent Commencement Date (as defined in **Section 2** of this Sublease), but the failure of either party to execute and deliver such an instrument shall not affect the occurrence of the Rent Commencement Date. Subtenant expressly waives any right to rescind this Sublease under **Section 223-a** of the New York Real Property Law or under any present or future statute of similar import then in force and, except as expressly set forth elsewhere in this Sublease, further expressly waives the right to recover any damages, direct or indirect, which may result from Landlord's failure to deliver possession of the Subleased Premises by September 1, 2018, for whatever reason, including, without limitation, holdover of one or both tenants currently occupying the Subleased Premises. If for any reason Sublandlord is unable to deliver possession of the Subleased Premises upon such date, this Sublease shall not be void or voidable, nor shall Sublandlord be liable to Subtenant for any damage resulting from Sublandlord's inability to deliver such possession. "***Main Landlord***" shall be limited to mean and include only the tenant under the Unit Ground Lease (as defined in ***Exhibit "G"*** to this Sublease), to whom the Main Lease may be assigned, or a mortgagee in possession, so that in the event of any sale, assignment or transfer of the Unit, or Main Landlord's interest as a lessee under the Unit Ground Lease, in each case, such owner, tenant under the Unit Ground Lease or mortgagee in possession shall thereupon be released and discharged from all covenants, conditions and agreements of Main

Landlord hereunder arising from and after the effective date of such sale, assignment or transfer; but such covenants, conditions and agreements arising from and after the effective date of such sale, assignment or transfer shall be deemed assumed by and binding upon each new owner, tenant under the Unit Ground Lease, or mortgagee in possession for the time being of the Unit, until sold, assigned or transferred. "***Business Days***" shall mean Monday through Friday exclusive of Holidays. "***Holidays***" or "***holidays***" shall mean all Building Service Employees Union Contract holidays of general applicability to all employees. "***Superior Instruments***" shall mean the Condominium Documents, the Design, Use and Operating Requirements (the "***DUO***"), a copy of which is attached hereto as ***Exhibit "K"***, the Ground Lease, the Unit Ground Lease, the Subway Agreement, the Vault Agreement, the other Project Documents, and any Superior Lease or Superior Mortgage.

2. Rent.

(a) Subtenant shall pay to Sublandlord rent (the "***Fixed Rent***") at the annual rate of TWO MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED NINETY-THREE AND NO/100 DOLLARS ($2,968,693.00), in equal monthly installments of TWO HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED NINETY-ONE AND 08/100 DOLLARS ($247,391.08), in advance on the first day of each and every calendar month during the term of this Sublease (or, if such day is not a Business Day, then by the close of the first Business Day immediately following such day) commencing on the Sublease Commencement Date, provided, however, so long as Subtenant is not in default of this Sublease following lapse of any applicable notice and cure period, Subtenant shall be entitled to an abatement of the monthly installments of Fixed Rent for the first (1st) four (4) full months following the Sublease Commencement Date. The date upon such monthly installments commence is herein referred to as the "***Rent Commencement Date***." Notwithstanding anything herein to the contrary, the full monthly installment of Fixed Rent due under this Sublease for the first full calendar month of the Term for which Fixed Rent is due shall be paid upon Subtenant's execution of this Sublease. If the Sublease Commencement Date shall occur on a date other than the first (1st) day of any calendar month, then Rent payable pursuant to this Sublease for such calendar month shall be prorated on a *per diem* basis based on the actual number of days in such month. If the Expiration Date shall occur on a date other than the last day of a calendar month, then Rent payable pursuant to this Sublease for such calendar month shall be prorated on a *per diem* basis based on the actual number of days in such month. Subtenant covenants to pay to Sublandlord all Fixed Rent and all adjustments of rent, charges, costs, expenses and other amounts payable by Subtenant to Sublandlord under this Sublease (the "***Additional Rent***" and collectively with Fixed Rent, the "***Rent***") when due, and without deduction, abatement, counterclaim or setoff of any amount or for any reason whatsoever. Fixed Rent (but not Additional Rent) shall also be due without notice or demand therefor. All requests for the payment of Additional Rent shall set forth in reasonable detail the basis for and calculation of the amount to be paid, and shall include a copy of all invoices and other supporting documentation received by Sublandlord with respect to such amounts. Sublandlord shall have the same remedies, in addition to any other right and remedies that Sublandlord at law or in equity, for default in payment of Additional Rent as Sublandlord has for default in payment of Fixed Rent. All Rent shall be paid to Sublandlord in lawful money of the United States and at the election of Sublandlord by (a) ACH (including ACH transfers processed through Bill.com) to an account designated by Sublandlord or (b) check drawn on a bank which is a member of the American

Clearing House at Sublandlord's address set forth above or to such other person and/or at such other address as Sublandlord may from time to time designate by notice to Subtenant given in accordance with this Sublease. Subtenant shall pay Rent by good and sufficient check (subject to collection). If Sublandlord at any time receives from Subtenant any payment less than the sum of the Rent then due and owing from Subtenant pursuant to this Sublease or Subtenant is otherwise in default under this Sublease beyond the expiration of any applicable notice and/or cure period, Subtenant hereby waives its right, if any, to designate the items to which such payment shall be applied and agrees that Sublandlord in its sole discretion may apply such payment in whole or in part to any of the Rent or any other sums then due and payable hereunder. No payment by Subtenant or receipt or acceptance by Sublandlord of any amount less than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated Fixed Rent or Additional Rent; nor shall any endorsement or statement on any check or letter accompanying any check or payment (or instructions accompanying any wire transfer) be deemed an accord and satisfaction, and Sublandlord may accept any check or payment (or wire transfer) without prejudice to Sublandlord's right to recover the balance due or to pursue any other remedy available to Sublandlord in this Sublease or at law or in equity. If any of the Rents payable under the terms of this Sublease shall be or become uncollectible, reduced or required to be refunded because of any rent control, federal, state or local law, regulation, proclamation or other Legal Requirement not currently in effect, Subtenant shall enter into such agreement(s) and take such other steps (without additional expense to Subtenant or the acceleration of any expense payable by Subtenant to Sublandlord hereunder) as Sublandlord may reasonably request and as may be legally permissible to permit Sublandlord to collect the maximum rent which, from time to time, during the continuance of such legal rent restriction may be legally permissible (and not in excess of the amounts then reserved therefor under this Sublease. Upon the termination of any such legal rent restriction, (a) the Rent shall become and shall thereafter be payable in accordance with the amounts reserved herein for the periods following such termination and (b) Subtenant shall promptly pay in full to Sublandlord unless expressly prohibited by law, an amount equal to (i) rentals which would have been paid pursuant to this Sublease for the period during which such restriction applied but for such legal rent restriction *less* (ii) the rent actually paid by Subtenant during the period such legal rent restriction was in effect.

(b) Notwithstanding anything to the contrary contained in this Sublease, Subtenant shall be entitled to receive its proportionate share of any abatement of rent actually provided to or received by Sublandlord from Main Landlord under the Main Lease for any interruption of building services or event of condemnation or damage or destruction affecting the Subleased Premises. Such proportionate share of any abatement of rent shall be based upon (i) the affected square footage of the Subleased Premises in relation to the affected square footage of the premises leased by Sublandlord under the Main Lease, and (ii) the Rent payable by Subtenant under this Sublease, and not the rent payable by Sublandlord under the Main Lease.

3. ***Additional Rent***. Subtenant shall pay to Sublandlord, within ten (10) days following written demand therefor, any and all amounts payable by Sublandlord to the Main Landlord pursuant to the provisions of Article 4 of the Main Lease (which pertains to Sublandlord's liability to pay additional rent on account of (i) Tenant's Tax Payment, (ii) Tenant's BID Payment, and (iii) Tenant's Operating Expense (as such terms are defined in the Main Lease) under the Main Lease (a copy of Article 4 being attached to this Sublease as ***Exhibit 4***)) to the

extent allocable to the Subleased Premises only, and only for periods occurring within the Term. Sublandlord shall deliver to Subtenant a copy of any statement received by Sublandlord from Main Landlord that affects the Subleased Premises or this Sublease. For purposes of determining any Additional Rent due from Subtenant, any amounts payable by Sublandlord under the Main Lease and allocable to the Subleased Premises that cover a fiscal or other period any part of which occurs before the Sublease Commencement Date or after the expiration of the Term of this Sublease shall be apportioned according to the number of days in such period which occur within the portion of the Term with respect to which such amount is owed by Subtenant hereunder. For purposes of determining the amounts due from Sublandlord to the Main Landlord pursuant to Article 4 of the Main Lease, the number of square feet of rentable area contained in the Subleased Premises shall be fixed at 32,623 rentable square feet, the ***Taxes*** for the ***Tax Base Year*** shall be equal to the average of the Taxes for the New York real estate fiscal years (x) commencing on July 1, 2018 and expiring on June 30, 2019, and (y) commencing on July 1, 2019 and expiring on June 30, 2020, and the ***Base Operating Expense Year*** shall mean calendar year 2019. Subtenant's proportionate share of Taxes shall be 4.623% (which calculation is based on a total of 705,733 rentable square feet), and Subtenant's proportionate share of Operating Expenses shall be 4.659% (which calculation is based on a total of 700,146 rentable square feet). Additionally, if Sublandlord shall be charged by reason of Subtenant's acts or defaults under this Sublease for any other sums then Subtenant shall be liable for such sums with respect to the Subleased Premises, and such sums shall be deemed Additional Rent and collectible as such and shall be payable by Subtenant upon ten (10) days' written notice from Sublandlord. In no event shall the Fixed Rent ever be reduced by operation of this **Section 3**. Without limitation of the foregoing, Subtenant shall pay any occupancy tax or rent tax now in effect or hereafter enacted and payable by Subtenant (and for which Main Landlord or Sublandlord will be liable if not paid by Subtenant) on or before the date such taxes and assessments are due in accordance with applicable Legal Requirements. Should any Governmental Authority require that a tax, other than the taxes hereinabove-mentioned, be paid by Tenant, but collected by Main Landlord or Sublandlord, for and on behalf of such Governmental Authority, and from time to time forwarded by Main Landlord or Sublandlord to said Governmental Authority, the same shall be paid by Subtenant to Sublandlord, no later than twenty (20) days in advance of the date such payment is due and payable to the appropriate Governmental Authority, in which case, Main Landlord or Sublandlord shall, on or before the date the same is due, promptly pay the same to the appropriate Governmental Authority. The provisions of this **Section 3** shall survive the expiration or earlier termination of this Lease. "***Governmental Authority***" shall mean the United States of America, the State of New York, the City of New York ("***City***"), any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority, now existing or hereafter created, having jurisdiction over the Real Property or any portion thereof.

4. ***Security Deposit***.

(a) As a condition to Sublandlord entering into this Sublease, simultaneously with its execution and delivery of this Sublease, Subtenant shall deposit with Sublandlord, as security ("***Security***") for the full, faithful and punctual performance by Subtenant of all of Subtenant's covenants and obligations of this Sublease, a clean, unconditional and irrevocable letter of credit in the amount of ONE MILLION SEVEN HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND 58/100 DOLLARS ($1,731,737.58), which letter of credit shall (i) provide that it is assignable by Sublandlord without charge,

(ii) expire on the date (the "*LC Date*") that is sixty (60) days after the expiration or earlier termination of this Sublease (provided that for purposes of this clause (ii) expiration shall be deemed to have been extended for the duration of any period of holdover by Subtenant), (iii) be for a term of not less than one year and be automatically self-renewing each year for additional 12-month periods (without the need for any further written notice or amendment) until the LC Date, (iv) name Sublandlord as the beneficiary of the Letter of Credit, (v) provide that it may be drawn upon at a branch of the issuing bank located in the Borough of Manhattan or by fax, (vi) permit multiple drawings, (vii) be payable upon presentation by Sublandlord of a sight draft, and the documentation which is referred to in ***Exhibit "B"*** to this Sublease, (viii) be issued by and drawn upon Silicon Valley Bank or another bank selected by Subtenant which is a commercial bank reasonably acceptable to Sublandlord that is a member of the New York Clearinghouse Association (the "***Issuing Bank***") with offices for banking and drawing purposes in the City of New York (unless drawing is permitted by facsimile transmission) and having a net worth of not less than One Billion and 00/100 ($1,000,000,000.00) Dollars, and (ix) be substantially in the form and substantially the substance of the form of letter of credit attached hereto as ***Exhibit "B"*** or otherwise in form and substance reasonably satisfactory to Sublandlord (together with any replacement thereof, herein referred to as the "***Letter of Credit***"). If the Letter of Credit is not renewed at least 45 days prior to the expiration thereof, then, in addition to any other rights it may have to draw upon the Letter of Credit, Sublandlord may draw upon the Letter of Credit and, thereafter, hold the proceeds thereof in the form of cash security in accordance with **Section 4(b)** of this Sublease. Subtenant shall be solely responsible for, and shall reimburse to Sublandlord within ten (10) days of demand, all reasonable out-of-pocket costs and expenses incurred by Sublandlord incident to any issuance, replacement, transfer or amendment of any Letter of Credit required hereunder (including, without limitation, reasonable attorney and other third-party fees and any bank charges). Subtenant and Sublandlord acknowledge and agree that Sublandlord shall have the right to draw upon the Letter of Credit and/or apply the Security as Sublandlord deems necessary pursuant to **Section 4(b)** of this Sublease.

(b) If Subtenant defaults beyond the expiration of any applicable notice and/or cure period in the performance of any of the terms of this Sublease, or in the event of a Bankruptcy Event, Sublandlord may, but shall not be required to (i) draw upon the Letter of Credit, and (ii) use, apply or retain the whole or any part of the Security, to the extent required for the payment of any Rent or for any sum which Sublandlord may expend or may be required to expend by reason of Subtenant's default in respect of any of the terms, covenants or conditions of this Sublease, whether accruing before or after summary proceedings or other re-entry by Sublandlord. If Sublandlord shall so use, apply or retain the whole or any part of the Security or, if applicable, the interest accrued thereon, Subtenant shall, within fifteen (15) Business Days of demand, deposit with Sublandlord a replacement Letter of Credit, as applicable, in the required form equal to the sum used, applied or retained so that the Security shall be replenished to its former amount, failing which Sublandlord shall have the same rights and remedies as for the non-payment of Fixed Rent beyond the applicable grace period. If Subtenant shall fully and punctually comply with all of Subtenant's covenants and obligations under this Sublease, the Security or any balance thereof, with interest thereon, if applicable, to which Subtenant is entitled, shall be returned or paid over to Subtenant on the L/C Date (with a letter in the form required by the issuer authorizing cancellation). Subtenant shall not assign or encumber or attempt to assign or encumber the Security or any interest thereon to which Sublandlord is entitled, and Sublandlord shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

(c) In the event of an assignment by Sublandlord of the Main Lease, Sublandlord shall transfer the Security to the assignee and Sublandlord shall immediately be released by Subtenant from all liability for the return of the Security so transferred, whereupon such assignee shall be deemed automatically to have assumed all obligations of Sublandlord with respect to the Security so transferred, and Subtenant agrees to look solely to the new sublandlord for the return of the Security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security to a new sublandlord. Any Letter of Credit deposited hereunder shall be assignable to such new sublandlord as provided herein upon notice to the institution issuing same.

(d) If at any time during the Term circumstances have occurred indicating that the Issuing Bank may be incapable of, unable to, or prohibited from honoring any then existing Letter of Credit (an "***Existing L/C***") in accordance with the terms thereof, then Sublandlord may send written notice to Subtenant (the "***Replacement Notice***") requiring Subtenant within fifteen (15) Business Days to replace the Existing L/C with a new letter of credit (a "***Replacement L/C***") from an Issuing Bank meeting the qualifications described in **Section 4(a)** of this Sublease. Upon receipt of a Replacement L/C meeting the qualifications of **Section 4(a)**, Sublandlord shall forthwith return such Existing L/C to Subtenant (with the letter referred to above). In the event that (i) a Replacement L/C meeting the qualifications of **Section 4(a)** of this Sublease is not received by Sublandlord within the time specified, or (ii) Sublandlord reasonably believes an emergency exists, then in either event, the Existing L/C may be presented for payment by Sublandlord and the proceeds thereof shall be held by Sublandlord in accordance with the terms hereof.

5. ***Subordinate to Main Lease***.

(a) This Sublease is and shall be subordinate to that certain Agreement of Lease dated as of July 19, 2006, between FC Lion LLC and Sublandlord, as amended pursuant to that certain First Amendment to Lease, dated as of February 23, 2018 (collectively, as amended through the date hereof, and assigned by FC Lion LLC to Main Landlord, the "***Main Lease***") and to the matters to which the Main Lease is or shall be subject and subordinate. Sublandlord represents to Subtenant that: (i) the Main Lease is in full force and effect; (ii) neither Sublandlord nor, to the best of Sublandlord's knowledge, Main Landlord, is currently in breach of or default under the Main Lease (iii) Sublandlord shall comply with all obligations of the tenant under the Main Lease except for compliance with respect to the Subleased Premises which is Subtenant's obligation under this Sublease; and (iv) Sublandlord shall provide Subtenant with a copy of any notice given or received by Sublandlord which affects the Subleased Premises or Subtenant. If for any reason the term of the Main Lease shall terminate prior to the Expiration Date, including, without limitation, a termination caused by Sublandlord's exercise of any right of Sublandlord under the Main Lease to terminate the Main Lease by reason of fire, casualty or condemnation, this Sublease shall thereupon be automatically terminated and Sublandlord shall not be liable to Subtenant by reason thereof unless either (a) such termination shall have been effected because of the default of Sublandlord under the Main Lease and Subtenant is not then in default hereunder or (b) Sublandlord surrenders or terminates the Main Lease (except a termination caused by Sublandlord's exercise of any right of Sublandlord under the Main Lease to terminate by reason of fire, casualty, or condemnation or Main Landlord's default) in violation of the immediately following sentence. Sublandlord shall not voluntarily surrender or terminate the Main Lease with

respect to the Subleased Premises, or, if the same would have a material adverse effect on Subtenant and its rights or obligations hereunder, modify or amend or waive any provision of, the Main Lease, or permit the same to occur, without Subtenant's consent, which consent may be given in Subtenant's sole but reasonable discretion. Notwithstanding the foregoing, in the event of termination, reentry or dispossess by Main Landlord under the Main Lease, Main Landlord may, at its option, either terminate this Sublease or take over all of the right, title and interest of Sublandlord, as sublandlord, under this Sublease, whereupon Subtenant shall, at Main Landlord's option, attorn to Main Landlord pursuant to the then executory provisions of this Sublease, except that Main Landlord shall not (W) be liable for any previous act, omission or negligence of Sublandlord, (X) be subject to any counterclaim, defense or offset, (Y) be bound by any modification or amendment of the Sublease or by any prepayment of more than one month's rent and additional rent which shall be payable as provided in this Sublease, unless such modification or prepayment shall have been approved in writing by Main Landlord, or (Z) be obligated to perform any repairs or other work in the Subleased Premises beyond Main Landlord's obligations under the Main Lease. Except for Security or as otherwise permitted under the Main Lease, Subtenant shall not pay Rent or other sums payable under this Sublease to Sublandlord for more than one (1) month in advance of the due date therefor.

(b) Main Landlord's right, title and interest in and to its leasehold estate and to the Unit are derived from and under the Unit Ground Lease. Subtenant shall (a) comply with those provisions of the Superior Obligation Instruments as they relate to the Subleased Premises to the extent same are obligations of Sublandlord under the Main Lease and shall not take, fail to take or permit to be taken or not taken any action which would cause a default by Sublandlord or Main Landlord under the Superior Obligation Instruments and (b) cooperate with Main Landlord, Sublandlord and the Public Parties (as defined in the Unit Ground Lease) in all reasonable respects in connection with Main Landlord's exercise of rights and/or fulfillment of obligations under the Superior Obligation Instruments, except that Subtenant shall have no obligation to disclose any proprietary or confidential information and Subtenant shall have no liability therefor.

(c) Subtenant shall comply with all Legal Requirements from time to time in effect prohibiting discrimination or segregation, including, without limitation, the provisions of Article XXIX and Exhibit O of the Unit Ground Lease applicable to this Sublease.

6. ***Repairs***. Subtenant shall take good care of the Subleased Premises and the fixtures and appurtenances therein and at its sole cost and expense make all non-structural repairs thereto as and when needed in Subtenant's reasonable discretion to preserve them in good working order and condition, except for reasonable wear and tear, obsolescence and damage for which Subtenant is not responsible for pursuant to the provisions of **Sections 22 and 23** of this **S**ublease; *provided that* Subtenant shall be prohibited from making structural repairs; provided, however, if the need for such structural repair was necessitated by reason of (a) any cause or condition arising out of any Subtenant Alterations in the Subleased Premises (whether made by Subtenant or by Main Landlord or Sublandlord on behalf of Subtenant) or as hereinafter provided in this **Section 6**, or (b) Subtenant's particular manner of use or occupancy (as opposed to mere office use), or (c) any breach of any of Subtenant's covenants or agreements under this Sublease, or (d) any negligence or willful misconduct by Subtenant, or any contractor, subcontractor, licensee or invitee of Subtenant or (e) Subtenant's use or manner of use or occupancy of the Subleased Premises as a

"place of public accommodation" within the meaning of the Americans with Disabilities Act, Title III, 42 U.S.C.S. §§ 12181-12189 and any amendments thereto ("***ADA***"), Sublandlord shall have the right, at the sole cost and expense of Subtenant, to undertake such structural repairs, and any reasonable, out-of-pocket costs and expenses actually incurred by Sublandlord in connection with the foregoing shall be deemed Additional Rent and Subtenant shall promptly reimburse Sublandlord for the same within thirty (30) days after demand therefor by Sublandlord. Sublandlord's repair rights and Subtenant's reimbursement obligations under this **Section 6** shall survive the expiration or earlier termination of this Sublease. Subtenant acknowledges that such obligation applies to, without limitation: (i) all distributions within the Subleased Premises of the Base Systems serving the Subleased Premises (from the point of connection within the Subleased Premises) and (ii) any such Base System located outside of the Subleased Premises to the extent it exclusively serves the Subleased Premises but in such event Sublandlord shall use reasonable efforts to cause Main Landlord perform such repairs at Subtenant's sole but reasonable cost and expense. All damage or injury to the Subleased Premises, whether structural or non-structural, and to its fixtures, glass, appurtenances and equipment or to the Building, or to its fixtures, glass, appurtenances and equipment caused by Subtenant moving property in or out of the Building or by installation or removal of furniture, fixtures or other property, or from any other cause of any other kind or nature whatsoever due to the negligence or willful misconduct of Subtenant, its servants, employees, agents, visitors or licensees, shall be repaired, restored or replaced promptly by Subtenant or Sublandlord, as applicable, at Subtenant's sole but reasonable cost and expense to the reasonable satisfaction of Sublandlord. All such work shall be in quality and class equal to the original work or installations and shall be done in a good and workmanlike manner. At all times during the Term, Subtenant shall (A) not cause any waste to or upon the Building, the Unit, the Subleased Premises or the Common Elements or any part thereof, nor permit or suffer any waste to or upon the Building, the Unit, the Subleased Premises or the Common Elements; (B) not cause physical damage (other than as part of any Alteration permitted hereunder or as caused by a casualty or taking) to the Building, the Unit, the Subleased Premises or the Common Elements or any part thereof; (C) maintain, repair, keep, use and occupy the Subleased Premises in compliance with the DUO; and (D) keep the Subleased Premises free of graffiti and posters. Subtenant shall promptly make, at its sole cost and expense, all repairs in and to the Subleased Premises for which Subtenant is responsible, using only the contractor for the trade or trades in question approved by Sublandlord in Sublandlord's sole and absolute discretion. Sublandlord shall use its reasonable efforts to cause Main Landlord to perform, at Subtenant's sole cost and expense, any other repairs in or to the Subleased Premises, the Building, the Unit and/or the Common Elements, or any portion thereof, or the facilities and systems thereof for which Main Landlord is responsible. Sublandlord and Subtenant agree that Subtenant shall maintain, repair and/or make replacements of the core lavatories on the 44th floor, and shall clean, repair, replace or maintain any "private" plumbing fixtures or facilities or the rooms in which they are located. Notwithstanding anything to the contrary contained in this Sublease, Sublandlord shall have no obligation to operate, repair or maintain any portion of the Subleased Premises, the Unit, the Building, the Common Elements and/or the Building common areas, or make any such repairs thereto, to the extent the same is the not the responsibility of Sublandlord, but of Main Landlord, any Condominium Board or other entity pursuant to the Main Lease, but Sublandlord shall be obligated to use reasonable efforts enforce the obligations of the Main Landlord as provided in **Section 7** of this Sublease. "***Building common areas***" shall mean collectively all of the common facilities in the Building and the Land designed and intended for use by tenants or other occupants in the Building in common with Main

Landlord, the other Unit Owners and each other, including, without limitation, elevators, fire stairs, mechanical areas and telephone and electrical closets and riser shafts, walkways, truck docks, plazas, courts, public areas within the property line of the Building, service areas, lobbies, landscaped and garden areas and all other common and service areas of the Building.

7. ***Performance by Main Landlord***. Upon the request of Subtenant, Sublandlord, at Subtenant's sole cost and expense, shall promptly request of the Main Landlord, and shall use reasonable efforts to obtain from Main Landlord, the Main Landlord's consent for any action to which Sublandlord has consented and, pursuant to the terms and provisions of this Sublease and/or the Main Lease, for which the Main Landlord's consent is required. In addition, upon the request of Subtenant, Sublandlord, at Subtenant's sole cost and expense, shall also use reasonable efforts to cause the Main Landlord to observe and/or perform the obligations of the Main Landlord under the Main Lease which relate to the Subleased Premises; ***provided***, however, that Sublandlord shall not be required to incur any expense or expend any sums to obtain such enforcement, except to the extent of funds advanced by Subtenant to Sublandlord for such purpose, and Sublandlord shall have no liability to Subtenant, nor shall Subtenant's obligations under this Sublease be reduced or abated in any manner, by reason of any inconvenience, annoyance, interruption or injury to Subtenant's business arising from the Main Landlord's making repairs or changes which the Main Landlord is required or permitted to make. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Main Lease, and, notwithstanding any provision to the contrary, Sublandlord shall not be required to make any payment, provide any services or perform any obligation, and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the rent and additional rent due under the Main Lease and otherwise to perform its obligations under the Main Lease and hereunder (other than any such obligations of Sublandlord under the Main Lease to be performed by Subtenant under the express terms of this Sublease), and for Sublandlord's obligation to use reasonable efforts, upon request of Subtenant and at Subtenant's sole cost and expense, to cause the Main Landlord to observe and/or perform its obligations under the Main Lease. Sublandlord shall not be responsible for any failure or interruption, for any reason whatsoever, of the services or facilities that may be appurtenant to or supplied at the Building by the Main Landlord or otherwise, including, without limitation, heat, air conditioning, water, elevator service and cleaning service, if any; and no failure to furnish, or interruption of, any such services or facilities shall give rise to any (a) subject to Section 2(b) of this Sublease, abatement, diminution or reduction of Subtenant's obligations under this Sublease, or (b) liability on the part of the Sublandlord. Nothing contained in this Sublease shall be construed to create privity of estate or of contract between Subtenant and the Main Landlord. Sublandlord hereby represents that the Main Lease obligates Main Landlord to furnish the following services to that portion of the premises demised to Sublandlord under the Main Lease that constitutes the Subleased Premises: (i) passenger elevator cab service; (ii) heating, ventilation and air-conditioning ("***HVAC***"); (iii) Building standard cleaning services; (iv) water for ordinary lavatory (including private toilets), drinking, pantry (other than dishwashers) and normal office cleaning purposes; (v) access control to the Building; (vi) two (2) freight elevators; (vii) electricity as provided in **Section 11** of this Sublease; (viii) access to the loading dock of the Building; (ix) emergency power through an emergency generator for the Unit; (x) water pressure and reserve capacity to the fire sprinkler system serving the Subleased Premises at the levels required pursuant to the Building Code for the City of New York; (xi) a fully capable addressable Class "E" fire alarm system to the Building; (xii) an ambient noise level in the Subleased Premises that does not exceed NC 35 Criteria at all

points within the Subleased Premises except within 10’ 0” of any mechanical equipment room where it will not exceed NC 40, unless such noise is a result of any Subtenant installation or the performance of any Tenant Alterations made by or on behalf of Subtenant; (xiii) cleaning of exterior windows; (xiv) operation of the Property as a “first class” office building in the Times Square area; (xv) subject to any Building security procedures and access control, Force Majeure, the applicable Rules and Regulations and the other provisions of the Main Lease, access to the Subleased Premises twenty four (24) hours a day, seven (7) days a week (unless prohibited by applicable Legal Requirements and/or Insurance Requirements); and (xvi) the Message Center as described in ***Exhibit “F”*** attached hereto. Neither Main Landlord nor Sublandlord shall have any liability to Subtenant therefor and no diminution or abatement of rent or other compensation shall or will be claimed by Subtenant as a result thereof, nor shall this Sublease or any of the obligations of Subtenant be affected or reduced by reason of such interruption, curtailment or suspension, except as otherwise provided in Section 2(b) of this Sublease. Subtenant shall keep entirely unobstructed all of the vents, intakes, outlets and grilles of the Subleased Premises, at all times and shall comply with and observe all reasonable regulations and requirements prescribed by Landlord for the proper functioning of the HVAC System. If Subtenant shall require Base HVAC System service at any time other than during Business Hours on Business Days or other than on Saturdays from 9:00 A.M. to 1:00 P.M. (“*After-hours Service*”), then Subtenant shall give Sublandlord notice of such requirement by noon on the day such After-hours Service is required and, by noon of the last preceding Business Day if such requirement shall be with respect to a day other than a Business Day, and Sublandlord shall use reasonable efforts to cause Main Landlord to furnish such After-hours Service at such times. Subtenant shall pay to Sublandlord all charges incurred by Sublandlord for such After-hours Service usage by Subtenant as Additional Rent, which charges are subject to change from time to time and at any time. “***Business Hours***” shall mean 8:00 A.M. to 6:00 P.M. on Business Days or such additional (but not lesser) hours of operations that Main Landlord may designate for the Unit from time to time.

8. ***No Breach of Main Lease***. Subtenant shall not do, omit to do, or permit to be done any act or thing which may constitute a breach or violation, after the expiration of any applicable notice or cure period, of any term, covenant or condition of the Main Lease (to the extent disclosed to Subtenant) by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

9. ***Releases***. Subtenant hereby releases the Main Landlord and each Condominium Board and the other Superior Parties with respect to any covered loss (including a claim for negligence, but excluding a claim based upon willful misconduct) which any of the foregoing might otherwise have against the other for loss, damage or destruction with respect to Subtenant’s Property by fire or other covered peril (including rental value or business interruption) occurring during the Term to the extent to which any of the foregoing are insured under a policy containing a waiver of subrogation or permission for waiver. Notwithstanding anything contained in this Sublease to the contrary, neither Main Landlord nor Sublandlord shall be liable to Subtenant in connection with any matter arising from or relating to this Sublease for any consequential, special or indirect damages. The provisions of this Section shall survive the expiration or earlier termination of this Sublease. Subtenant will cause its insurance carriers to include any clauses or endorsements in favor of the Main Landlord and Sublandlord which Sublandlord is required to provide pursuant to the provisions of the Main Lease as follows: (a) the insurance company shall provide Sublandlord with thirty (30) days’ prior notice, or ten (10) days’ prior notice in the event

of cancellation for nonpayment of premium, before Subtenant's insurance policy shall be cancelled; (b) Subtenant shall be solely responsible for the payment of premiums therefor notwithstanding that Sublandlord is named as an additional insured with respect to general liability insurance; (c) a completed operations endorsement to Subtenant's commercial general liability insurance; and (d) a stipulated (agreed) valuation endorsement for Subtenant's "cause of loss/special form" coverage upon Subtenant's Property for one hundred percent (100%) of replacement cost. Each of Landlord, the Condominium, any Superior Party, including the Public Parties, and Sublandlord, although named as additional insureds with respect to the general liability, nevertheless shall continue to be named as such additional insured under said policies for so long as such policies are in effect for any loss or damages occasioned during the Term to any of them, their respective agents, employees, contractors, directors, shareholders, partners and principals (disclosed or undisclosed) by reason of the negligence, acts or omissions of Subtenant, its servants, agents and employees.

10. ***Late Charges***. Subtenant shall pay to Sublandlord, in respect of any amounts payable hereunder to Sublandlord (including, without limitation, Fixed Rent, Additional Rent and sums advanced by Sublandlord hereunder to cure a default beyond the expiration of any applicable notice and/or cure period by Subtenant in the performance of Subtenant's obligations hereunder) which shall not have been paid on the date which is five (5) Business Days after the same shall be due and payable (each, an "***Overdue Payment***"), interest on such Overdue Payment at the Prime Rate *plus* two percent (2%) per annum (the "***Interest Rate***"). "***Prime Rate***" shall mean, for any period of time during the Term of this Sublease, the then published annual prime or base interest rate upon unsecured loans charged by JPMorgan Chase (or any successor thereto) or Citibank, N.A. (or any successor thereto) if JPMorgan Chase N.A., Citibank, N.A. or such successor shall not then have an announced prime or base rate). Such aforesaid charges shall be due and payable, as Additional Rent, within thirty (30) days after demand for payment therefor by Sublandlord. No failure by Sublandlord to insist upon the strict performance by Subtenant of Subtenant's obligations to pay such Overdue Payment or interest thereon shall constitute a waiver by Sublandlord of its right to enforce the provisions of this **Section**. The provisions of this **Section** shall not be construed in any way to extend any cure or notice periods with respect to the payment of Rent as provided in **Section 19** or any other provision of this Sublease. Nothing in this **Section** contained and no acceptance of late charges by Sublandlord shall be deemed to extend or change the time for payment of Rent.

11. ***Electricity***. Sublandlord hereby represents that Main Landlord is obligated under the Main Lease to furnish to the Subleased Premises alternating electric current in an amount equal to six (6) watts actual demand load per gross square foot (based on the floor of the Subleased Premises containing 26,000 gross square feet). Subtenant shall pay for all electricity consumed at the Subleased Premises, which shall be measured by submeters. In accordance with the Main Lease, Main Landlord shall install such submeters and maintain same in good working order and repair. Subtenant shall pay Sublandlord within ten (10) days after Subtenant's receipt of an invoice for the electricity consumed at the Subleased Premises, as shown on such submeter. Subtenant shall comply with all other obligations with respect to electricity set forth in Article 7 of the Main Lease, as described in ***Exhibit 7*** attached hereto. Main Landlord and its agents shall, upon prior reasonable notice (except in the event of an emergency), be permitted access to the electric closets and the meters during normal Business Hours to maintain and repair the same and make necessary readings thereof. Subtenant's use of electrical energy shall never exceed the electrical capacity of

the then existing feeders to the Building or the then existing risers or wiring installation serving the Subleased Premises without Main Landlord's and Sublandlord's prior written approval. Main Landlord, its agents and engineers and consultants may survey Subtenant's electrical consumption from time to time during Business Hours upon reasonable prior notice (except during an emergency, in which event no prior notice shall be required), at Main Landlord's expense, to determine whether Subtenant is complying with its obligations under this Section unless such survey shows that Subtenant has exceeded its permitted Electrical Capacity hereunder, in which event Subtenant shall be responsible for all reasonable out-of-pocket costs and expenses incurred by Main Landlord in connection therewith. Except as otherwise provided in Section 2(b) of this Sublease, neither Main Landlord nor Sublandlord shall have any liability to Subtenant for any loss, damage or expense which Subtenant may sustain or incur by reason of any change, failure, inadequacy or defect in the supply or character of the electrical energy furnished to the Subleased Premises or if the quantity or character of the electrical energy is no longer available or suitable for Subtenant's requirements. Subtenant hereby acknowledges that under the Main Lease, and without liability to Subtenant for any loss, damage or expense that Subtenant may sustain thereby, Main Landlord or any Condominium Board shall have the right on not less than ten (10) Business Days' prior notice to Sublandlord (except that in the event of an emergency, in which event no prior notice shall be required) to "shut down" electrical energy to the Subleased Premises when necessitated by the need for repairs, alterations, connections or reconnections, with respect to the electrical system serving the Building, the Unit and/or the Common Elements (singularly or collectively, "***Electrical Work***"), regardless of whether the need for such Electrical Work arises in respect of the Subleased Premises, any other tenant space, or any space in the Building, the Unit, the Common Elements and/or the Building common areas. Subtenant may, at Subtenant's option, furnish and install all replacement lighting, tubes, lamps, starters, bulbs and ballasts required in the Subleased Premises at Subtenant's sole cost and expense using Subtenant's employees (but not any outside contractor) provided such lighting complies with the Design Guidelines under the Main Lease (a copy of which is attached hereto as ***Exhibit "J"***).

12. ***Use***. Subtenant shall use and occupy the Subleased Premises, solely as administrative, general and executive offices, and any ancillary uses thereto which are usual and customary in Comparable Buildings. Subtenant will not use or suffer or permit the use of the Subleased Premises, or any part thereof, in any manner which would violate any provision of this Sublease or Article 5 of the Master Lease, which is attached hereto as ***Exhibit 5***. No portion of the Subleased Premises shall be permitted to be used as or for and Subtenant shall not at any time use or occupy the Subleased Premises, the Unit, the Building or any part thereof, or suffer or permit any Person to use or occupy the Subleased Premises, the Unit, the Building or any part thereof for: (a)more than two (2) pantries; or (b) dining room(s) or related areas for food preparation, consumption, refrigeration, storage, cooking and/or warming; *further*, if Sublandlord determines that any use by Subtenant is in violation of this Sublease, then Subtenant shall immediately discontinue such use without any right of arbitration*; further, provided,* such dining room or pantry shall contain only equipment that is mutually acceptable to the parties using their respective good faith reasonable judgment such as, but not limited to, a microwave, dishwasher, and/or refrigerator; *further provided*, prior to installing any equipment (the "***Supplemental Equipment***") in the pantry or elsewhere in the Subleased Premises that requires any water, gas, supplemental electrical, and other utility hook-up or installation such as, but not limited to, as a dishwasher, Subtenant shall obtain Sublandlord's prior written consent to each such hook-up or installation and Subtenant shall keep such pantry neat, clean, sanitary, in good order and free of insects, rodents, vermin and other

pests by Subtenant at Subtenant's expense and shall not permit any food odors or other unusual or objectionable odors or fumes to emanate outside the Subleased Premises including but not limited to other tenants' spaces and into other areas of the Building nor permit any cooking, preparation of food, or cigarette, cigar, pipe, or other form of smoking to occur in, on, or about the Subleased Premises; *further, provided*, if Sublandlord elects, at Sublandlord's sole option, to provide extermination services for the Subleased Premises due to the existence of insects, rodents, vermin and other pests arising from such pantry or food in the Subleased Premises due to Subtenant's partners, employees, invitees, or agents elsewhere, such cost and expense shall be included as Additional Rent. Unless otherwise agreed upon by Sublandlord, on or before the expiration or sooner termination of the Term, Subtenant shall, at Subtenant's sole cost, remove such Supplemental Equipment from the Subleased Premises and restore the Subleased Premises to its condition as of the date hereof using new, first class materials in a good and workmanlike manner and, in case of any damage to the Building and/or the Unit and/or the Subleased Premises by reason of such removal, Subtenant shall repair any such damage. In no event shall any ancillary uses (whether by Subtenant or any third party) be used by, or available for use by, the general public.

13. ***Condition of Subleased Premises***.

(a) Subtenant is leasing the Subleased Premises "AS-IS" as of the Sublease Commencement Date, and Sublandlord shall have no obligation to furnish, render or supply any work, labor, services, material, fixtures, equipment or decorations to make the Subleased Premises ready for Subtenant's occupancy, except as set forth below. The taking of possession of the Subleased Premises by Subtenant shall be conclusive evidence as against Subtenant that the Subleased Premises and the Building were in good and satisfactory condition at the time possession was taken. In making and executing this Sublease, Subtenant has relied solely on such investigations, examinations and inspections as Subtenant has chosen to make or has made. Subtenant has had the opportunity for full and complete investigations, examinations, and inspections. The Subleased Premises shall be delivered broom clean and vacant with all Base Building Systems operating in accordance with the Base Building Criteria (as defined in ***Exhibit "G"*** to this Sublease). Subtenant acknowledges that, except pursuant to the immediately preceding sentence, no representations with respect to the condition of the Subleased Premises, or with respect to any fixtures therein contained, have been made to it.

(b) All Alterations (including those contemplated pursuant to **Section 57** below) made by either party, including all paneling, decoration, non-removable partitions, railings, galleries and the like, affixed to the realty so that they cannot be removed without material damage to the Building and/or the Unit (collectively, "***Fixtures***") shall remain in the Subleased Premises upon the expiration or earlier termination of the Term. All Subtenant's Property shall be the property of Subtenant, and shall be removed by Subtenant on or before the expiration of the Term or sooner termination thereof and, in case of any damage to the Building and/or the Unit by reason of their removal, Subtenant shall repair any such damage. Any items of Subtenant's Property which remain in the Subleased Premises after fifteen (15) days following the expiration or any earlier termination of this Sublease shall, after ten (10) days' notice to Subtenant be deemed to have been abandoned, and may be retained by Sublandlord as Sublandlord's property or disposed of by Sublandlord, without accountability, in such manner as Sublandlord shall determine, at Subtenant's sole cost and expense. Upon the expiration or other termination of the Term, Subtenant shall, at its sole cost and expense, quit, surrender, vacate and deliver the

Subleased Premises to Sublandlord broom clean and in good order, condition and repair except for ordinary wear, tear and damage by fire or other casualty and condemnation, subject to Subtenant's obligation to remove any Hazardous Materials placed in the Subleased Premises by Subtenant or its contractors and Subtenant's Property. Subtenant acknowledges that possession of the Subleased Premises must be surrendered to Sublandlord at the expiration or sooner termination of the Term hereof. The parties recognize and agree that the damage to Sublandlord resulting from any failure by Subtenant timely to surrender possession of the Subleased Premises as aforesaid will be substantial and may be impossible accurately to measure. Subtenant desires to limit and liquidate said amounts and therefore agrees that if possession of the Subleased Premises is not surrendered to Sublandlord upon the expiration or sooner termination of the Term, then Subtenant shall pay to Sublandlord for each month and for each portion of any month during which Subtenant holds over in the Subleased Premises after the expiration or sooner termination of the Term, for use and occupancy, the aggregate sum of (i) the greater of (A) 200% of the amount of the installment of the annual Fixed Rent that was payable under this Subleased for the last month of the Term hereof and (B) the fair market rental value of the Subleased Premises as of the date of such holdover, *plus* (ii) one-twelfth (1/12) of all items of Additional Rent which would have been payable monthly pursuant to this Sublease had its Term not expired or been terminated, *plus* (iii) those other items of Additional Rent which would have been payable pursuant to this Sublease had its Term not expired or been terminated which aggregate sum Subtenant agrees to pay to Sublandlord on demand, in full without setoff, and no extension or renewal of this Sublease shall be deemed to have occurred by such holding over, nor shall Sublandlord be precluded by accepting such aggregate sum for use and occupancy from exercising all rights and remedies available to it to obtain possession of the Subleased Premises. The acceptance by Sublandlord of any such use and occupancy payment by Subtenant pursuant to this subsection shall in no event preclude Sublandlord from commencing and prosecuting a holdover or summary eviction proceeding, and the provisions of this **Section 13(b)** shall be deemed be an "agreement expressly providing otherwise" within the meaning of **Section 232-c** of the Real Property Law of the State of New York and any successor or similar law of like import. Nothing contained in this **Section(b)** shall (A) imply any right of Subtenant to remain in the Subleased Premises after the Expiration Date without the execution of a new lease, (B) imply any obligation of Sublandlord to grant a new lease or (C) be construed to limit any right or remedy that Sublandlord has against Subtenant as a holdover tenant or trespasser. Subtenant's obligation under this **Section 13(c)** shall survive the expiration or other termination of this Sublease. Without limiting any other obligation of Subtenant hereunder, in the event that Subtenant holds over in the Subleased Premises after the expiration or sooner termination of the term of the Main Lease (which expiration date is, subject to the terms and conditions of the Main Lease, September 30, 2027), Subtenant shall indemnify and save Sublandlord harmless from and against any and all damages liabilities, suits, demands, costs and expenses of any kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Sublandlord pursuant to or in connection with the Main Lease, which exceed the amount otherwise required to be paid by Subtenant pursuant to this **Section 13(c)**.

14. ***Further Assignment and Sub-Subleases***. In no event shall any provision of this Sublease limit or modify any right of Main Landlord under Article 8 of the Main Lease (a copy of which is attached to this Sublease as ***Exhibit 8***), and Subtenant's rights under this **Section 14** shall be subordinate and subject to such rights of Main Landlord. Notwithstanding anything to the contrary contained herein, Subtenant shall not, whether voluntarily, involuntarily or by operation of law or otherwise (i) assign or otherwise transfer this Sublease or any interest or estate herein,

(ii) sub-sublease the Subleased Premises or any portion thereof, or allow the same to be used, occupied or utilized by any person other than Subtenant, including, without limitation, in violation of the Main Lease or any Superior Instruments or (iii) mortgage, pledge, encumber or otherwise hypothecate this Sublease or the Sublease Premises or any part thereof in any manner without, in each instance, obtaining the prior written consent of Sublandlord (which consent shall not be unreasonably withheld, conditioned or delayed) and Main Landlord (which consent may be granted or denied in the sole and absolute discretion of Main Landlord). For purposes of this **Section 14**, (A) a material modification, amendment or extension of any sub-sublease requiring Sublandlord's consent hereunder shall be deemed a sub-sublease requiring approval of the relevant provisions thereof in accordance with the terms of this **Section 14**, and (B) any Person or legal representative of Subtenant to whom Subtenant's interest under this Sublease passes by operation of law or otherwise shall be bound by the provisions of this **Section 14**. Neither the provisions of this **Section 14**, nor any other provisions of this Sublease, shall apply to, or restrict, transfers of membership interests, partnership interests, stock or other beneficial ownership interests, in Subtenant; ***provided***, ***that***, (X) such transfer is for a valid business purpose and not principally for the purpose of transferring this Sublease or avoiding any obligations under this Sublease; (Y) not later than five (5) days following the effective date of such transaction, Subtenant shall give Sublandlord notice thereof; and (Z) Subtenant shall have obtained the prior written approval of Main Landlord of each such transfer, which approval may be granted, withheld, or conditioned in Main Landlord's sole and absolute discretion.

15. ***Rules and Regulations***. Subtenant, its servants, employees, agents, subtenants and other licensees shall comply with the Rules and Regulations attached hereto as ***Exhibit "C"*** (the "***Rules and Regulations***"). Sublandlord shall have the right from time to time during the Term to make reasonable changes in and additions to the Rules and Regulations with the same force and effect as if they were originally attached hereto. The right to dispute the reasonableness of any change or addition to the Rules and Regulations upon Subtenant's part shall be deemed waived unless the same shall be asserted by service of a notice upon Sublandlord within thirty (30) days after receipt by Subtenant of notice of the adoption of any such amended or additional Rules and Regulations. Any failure by Sublandlord to enforce any Rules and Regulations now or hereafter in effect against Subtenant shall not constitute a waiver of the enforceability of any such Rules and Regulations. In the event of any conflict or discrepancy between the Rules and Regulations and the terms and provisions of this Sublease, this Sublease shall control, unless such Rules and Regulations have been promulgated by Main Landlord in accordance with its rights under the Main Lease, in which case such Rules and Regulations of the Main Landlord shall control.

16. ***Consents and Approvals***. If Sublandlord's consent or approval is required under this Sublease and Sublandlord has agreed not to unreasonably withhold or delay such consent or approval, Sublandlord's refusal to consent to or approve any matter shall be deemed reasonable if the consent or approval of Main Landlord is required under the terms of the Main Lease and such consent or approval has not been obtained despite Sublandlord's request therefore in accordance with **Section 7** hereof. If Subtenant shall seek the approval by or consent of Sublandlord and Sublandlord shall fail or refuse to give such consent or approval, Subtenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Sublandlord, it being intended that Subtenant's sole remedy shall be an action for injunction or specific performance, which shall be available only in those cases where Sublandlord shall have expressly agreed in writing not to unreasonably withhold or delay its consent. Subtenant hereby waives any monetary

claim against Sublandlord which it may have based upon any assertion that Sublandlord has unreasonably withheld or delayed any consent or approval required to be given hereunder, and, in any such event, Subtenant agrees that its sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction, declaratory judgment or arbitration as expressly permitted or required hereunder. In the event of a determination favorable to Subtenant, the requested consent or approval shall be deemed to have been granted; *provided*, *however*, except as set forth in the next sentence, Sublandlord shall not have liability to Subtenant for its refusal to give such consent or approval. The sole remedy for Sublandlord's unreasonably withholding or delaying of consent or approval shall be as set forth in this **Section 16**; *provided*, *however*, that if it shall be finally determined by a court of competent jurisdiction that either party acted capriciously and in bad faith or failed to comply with any final decision of any arbitration proceedings pursuant to the terms of this Sublease, then such party shall be liable to the other for the Actual Damages incurred by such party. "*Actual Damages*" shall mean actual, direct damages of Subtenant or Sublandlord (as the case may be) but in no event to include (i) consequential, indirect or punitive damages or (ii) damages on account of loss of business, inconvenience or annoyance.

17. ***Quiet Enjoyment.*** Sublandlord represents, warrants, and covenants that it has the right to make this Sublease and that so long as this Sublease is in force and effect, Sub-Subtenant shall, during the Term and subject to the provisions of this Sublease and the Main Lease, quietly occupy and enjoy the Subleased Premises without hindrance by Sublandlord, its successors and assigns; *provided*, that this covenant and any and all other covenants and agreements of Sublandlord herein shall be binding upon Sublandlord only during its ownership of the leasehold estate created by the Sublease and upon each of Sublandlord's successors and assigns only during their respective periods of ownership of Sublandlord's interests hereunder.

18. ***Notices***. Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party pursuant to this Sublease or pursuant to any Legal Requirement (collectively, "***notices***") shall be in writing (whether or not so stated elsewhere in this Sublease unless a specific provision provides the same may be oral) and shall be deemed to have been properly given, rendered or made only if sent by (a) registered or certified mail return receipt requested, posted in a United States post office station or letter box in the continental United States, (b) by a nationally recognized overnight courier (*e.g*., Federal Express) with receipt acknowledged or (c) by personal delivery with receipt acknowledged, to Main Landlord, Sublandlord or Subtenant, as the case may be, at the address of such party as follows: (A) If to Main Landlord, (i) FC Eighth Ave., LLC, c/o Forest City Ratner Companies, LLC, One MetroTech Center, 23rd Floor, Brooklyn, New York 11201, Attn: Legal Department, with copies to (ii) First New York Partners Management, LLC, One MetroTech Center, 22nd Floor, Brooklyn, New York 11201, Attn: Legal Department, and to (iii) Forest City Realty Trust, Inc., 1100 Terminal Towner, 50 Public Square, Cleveland, Ohio 44113, Attn: General Counsel; (B) If to Sublandlord: Covington & Burling LLP, 620 Eighth Avenue, New York, New York 10018, Attention: , with a copy to, Covington & Burling LLP, One CityCenter, 850 Tenth Street, N.W., Washington, D.C. 20001, Attention: ; and (C) If to Subtenant: Datadog, Inc., 620 Eighth Avenue, 45th Floor, New York, New York, and to Goulston & Storrs, 885 Third Avenue, 18th Floor, New York, New York 10022, Attn: , *provided*, *however*, that following the Sublease Commencement Date, Subtenant's address shall be deemed modified such that "44th Floor" is substituted in the place of

"45th Floor." Any notice shall be deemed to have been given, rendered or made on the day received, or if receipt is refused, on the date so refused. Either party may, by notice hereunder, designate a different address for notices intended for it. Notwithstanding the foregoing, notices requesting any after hours air-conditioning service may be given in writing by personal and actual delivery to the Building manager or other person in the Building designated by Main Landlord to receive such notices.

19. ***Default***.

(a) If Subtenant defaults in (i) (A) the payment of Rent or (B) providing or maintaining any Security, in either case, for a period of five (5) days after notice to Subtenant of such default; or (ii) fulfilling any of Subtenant's covenants or obligations under this Sublease, other than the covenants for the payment of Rent or other enumerated defaults in **Section 19(a)(i)**, then, in any one or more of such events, upon Sublandlord serving a written thirty (30) days' notice upon Subtenant specifying the nature of such default, and upon the expiration of said thirty (30) days, if Subtenant shall have failed to comply with or remedy such default, or if the such default shall be of such a nature that the same cannot be completely cured or remedied within such thirty (30) day period, and if Subtenant shall not have diligently commenced curing such default within said thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default; then in any of such events Sublandlord may give to Subtenant notice of intention to terminate this Sublease to end the Term and the estate hereby granted at the expiration of five (5) Business Days from the date of the giving of such notice, and, in the event such notice is given, this Sublease and the Term and estate hereby granted shall terminate upon the expiration of said five (5) Business Days with the same effect as if that day were the Expiration Date, but Subtenant shall remain liable for damages as hereinafter provided in this **Section 19**. Nothing herein shall be deemed to require Sublandlord to give any further notice in addition to the notices, if any required under such **Section 19** prior to the commencement of a summary proceeding for nonpayment of Rent or a plenary action for the recovery of Rent on account of any default in the payment of the same; it being intended that such notices are for the sole purpose of creating a conditional limitation hereunder pursuant to which this Sublease shall terminate, and if Subtenant thereafter remains in possession or occupancy, it shall become a holdover tenant.

(b) If this Sublease and the Term shall terminate as provided in **Section 19(a)** of this Sublease: (i) Sublandlord and its agents, employees, contractors and/or subcontractors may at any time after the Term terminates, re-enter the Subleased Premises or any part thereof, without further notice, either by summary proceedings or by any other applicable action or proceeding permitted by law and/or (but only to the extent permitted by applicable law) by forcible entry, changing of locks, removal of Subtenant's Property and/or other "self-help" remedies (without being liable to indictment, prosecution or damages therefor), and may repossess the Subleased Premises and dispossess Subtenant and any other persons from the Subleased Premises and thereafter remove any and all of its or their property and effects from the Subleased Premises, without Sublandlord incurring any liability to Subtenant on account thereof, to the end that Sublandlord may have, hold and enjoy the Subleased Premises and in no event shall re-entry be deemed an acceptance of surrender of this Sublease; and (ii) Sublandlord, at its option, may relet the whole or any part or parts of the Subleased Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or

after the Expiration Date, at such rental or rentals and upon such other terms and conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Subleased Premises or any part thereof and Sublandlord shall not have liability to Subtenant for refusal or failure to relet the Subleased Premises or any part thereof or, in the event of such reletting, refusal or failure to collect any rent upon any such reletting, and no such refusal or failure shall operate to relieve Subtenant of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such Alterations to the Subleased Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Subtenant of any liability under this Sublease or otherwise affecting any such liability.

(c) Subtenant, on its own behalf and on behalf of all persons claiming by, through or under Subtenant, including all creditors, does, to the fullest extent permitted by law, hereby expressly waive any and all rights which Subtenant and all such persons might otherwise have to (i) the service of any notice of intention to re-enter or to institute legal proceedings to that end, (ii) redeem the Subleased Premises or any interest therein, (iii) re-enter or repossess the Subleased Premises, or (iv) restore the operation of this Sublease, after Subtenant shall have been dispossessed by a judgment or by a warrant of any court or judge, or after any re-entry by Sublandlord, or after any termination of this Sublease, whether such dispossess, re-entry by Sublandlord or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "*re-enter*", "*re-entry*" and "*re-entered*" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings.

(d) In the event of any breach or threatened breach by Subtenant or Sublandlord hereunder or by any Person claiming through or Subtenant or Sublandlord, as the case may be, of any term, covenant or condition of this Sublease, the other party shall have the right to enjoin such breach or threatened breach or, subject to the limitations contained herein, to invoke any other right or remedy allowed by law or in equity.

(e) If this Sublease shall terminate as provided in **Section 19(a)** of this Sublease or by or under any summary proceeding, or any other action or proceeding, then, in any of said events: (1) Subtenant shall pay to Sublandlord all Rents to the date upon which this Sublease shall have been terminated or to the date of re-entry upon the Subleased Premises by Landlord, as the case may be; (2) Sublandlord shall be entitled to retain all monies, if any, paid by Subtenant to Sublandlord, whether as advance rent, security or otherwise, but such monies shall be credited by Sublandlord against any Rents due at the time of such termination or re-entry (in such order and in such amounts as Sublandlord shall elect in its sole discretion) or, at Sublandlord's option, against any damages payable by Subtenant and, after all such Rents and damages have been paid in full, any remainder shall be returned to Subtenant; (3) Subtenant shall be liable for and shall pay to Sublandlord, as damages, any deficiency between the Rents payable hereunder for the period which otherwise would have constituted the unexpired portion of the Term and the net amount if any of Rents ("***Net Rent***") collected under any reletting effected pursuant to the provisions of **Section 19** of this Sublease for any part of such period (first deducting from the Rents collected under any such reletting all of Sublandlord's costs and expenses in connection with the termination of this Sublease or Sublandlord's re-entry upon the Subleased Premises and in connection with such reletting); (4) Any deficiency in accordance with subsection (3) above shall be paid in

monthly installments by Subtenant on the days specified in this Sublease for the payment of installments of Fixed Rent. Sublandlord shall be entitled to recover from Subtenant each monthly deficiency as the same shall arise and no suit to collect the amount of the deficiency for any month shall prejudice Sublandlord's right to collect the deficiency for any prior or subsequent month by a similar proceeding. Alternatively, suit or suits for the recovery of such deficiencies may be brought by Sublandlord from time to time at its election; (5) If Subtenant shall fail to pay to Sublandlord any amount referenced in subsection (3) or (4) above on the date when the sum shall be due or in lieu thereof, then, without further notice to Subtenant and whether or not Sublandlord shall have collected any monthly deficiencies as aforesaid, Sublandlord, at its option, shall be entitled to recover from Subtenant, and Subtenant shall pay Sublandlord, on demand, as and for liquidated and agreed final damages and not as a penalty, a sum equal to the amount by which the Rents for the period to the then-stated Expiration Date from the latest of the date of termination of this Sublease or the date through which monthly deficiencies shall have been paid in full exceeds the then fair and reasonable rental value of the Subleased Premises for the same period, both discounted at the Prime Rate *minus* two percent (2%) per annum to present worth; (6) In no event shall Subtenant be entitled (i) to receive any excess of any Net Rent under subsection (c) over the sums payable by Subtenant to Sublandlord hereunder or (ii) in any suit for the collection of damages pursuant to this **Section 19(e)**, to a credit in respect of any Net Rent from a reletting except to the extent that such Net Rent is actually received by Sublandlord prior to the commencement of such suit. If the Subleased Premises or any part thereof should be relet in combination with other space or for a term that extends beyond the then stated Expiration Date, then proper apportionment (on a per square foot rentable area basis in the case of a reletting in combination with other space outside of the Subleased Premises) shall be made of the rent received from such reletting and of the expenses of reletting.

(f) If this Sublease be terminated as provided in **Section 19(a)** of this Sublease or by or under any summary proceeding or any other action or proceeding, Subtenant covenants and agrees, notwithstanding anything to the contrary contained in this Sublease: (A) that the Subleased Premises shall be required to be in the same condition as that in which Subtenant has agreed to surrender the Subleased Premises to Sublandlord on the Expiration Date; (B) that Subtenant, on or before the occurrence of any event of default hereunder, shall have performed every covenant contained in this Sublease for repairing any part of the Subleased Premises; and (C) that, for the breach of either subsection (A) or (B) of this **Section 19(f)(i)**, or both, Sublandlord shall be entitled, without limiting any other damages payable by Subtenant hereunder, to recover, and Subtenant shall pay, as and for agreed damages therefor, the then cost of performing such covenants, plus interest thereon at the Interest Rate for the period between the date of the occurrence of any default and the date when any such work or act, the cost of which is computed, should have been performed under the other terms of this Sublease had such default not occurred. (ii) Each and every covenant contained in this **Section 19(f)** shall be deemed separate and independent, and not dependent on any other term of this Sublease for the use and occupation of the Subleased Premises by Subtenant, and the performance of any such term shall not be considered to be rent or other payment for the use of said Subleased Premises. It is understood that the consideration for the covenants in this **Section 19(f)** is the making of this Sublease, and the damages for failure to perform the same shall be in addition to and separate and independent of the damages accruing by reason of default in observing any other term of this Sublease.

(g) Nothing herein contained shall be construed as limiting or precluding the recovery by Sublandlord against Subtenant of any sums or damages to which, in addition to the damages particularly provided above, Sublandlord may lawfully be entitled by reason of any default hereunder on the part of Subtenant.

(h) Each right and remedy provided for in this Sublease shall be cumulative and shall be in addition to every other right provided for in this Sublease or now or hereafter existing at law or in equity, by statute or otherwise, and the exercise or beginning of the exercise by a party of any one or more of such rights shall not preclude the simultaneous or later exercise by such party of any or all other rights provided for in this Sublease or now or hereafter existing at law or in equity, by statute or otherwise. The provisions of this **Section 19** shall survive the expiration or earlier termination of this Sublease.

20. ***Insurance***. Subtenant, at Subtenant's sole expense, shall maintain for the benefit of Sublandlord and Main Landlord and its managing agent, if any, and any Superior Lessors and Superior Mortgagees whose names and addresses were or are furnished to Subtenant such policies of insurance (and in such form) with respect to the Subleased Premises set forth in ***Exhibit "D"*** hereof, which policies shall be reasonably satisfactory to Sublandlord as to coverage and insurer (which shall be licensed to do business in the State of New York). At all times during the term hereof, Sublandlord shall maintain in full force and effect all policies of insurance with respect to the Subleased Premises required to be maintained by it under the Main Lease.

21. ***Indemnity***. Subtenant shall indemnify and save each of the Indemnitees harmless (except to the extent any claim arises from the gross negligence or willful misconduct of any Indemnitee) from and against (i) all claims of whatever nature against the Indemnitees arising from any negligence or willful misconduct of Subtenant, any Subtenant Party or Subtenant's contractors, licensees, agents, servants, employees or, while in the Subleased Premises, invitees or visitors, (ii) all claims against the Indemnitees arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Term in the Subleased Premises, (iii) all claims against the Indemnitees arising from any accident, injury or damage occurring outside of the Subleased Premises but anywhere within or about the Real Property, to the extent such accident, injury or damage results or is claimed to have resulted from any negligence or willful misconduct of Subtenant, any Subtenant Party or Subtenant's contractors, licensees, agents, servants, employees, invitees or visitors, (iv) any breach, violation or non-performance of any covenant, condition or agreement in this Sublease set forth and contained on the part of Subtenant to be fulfilled, kept, observed and performed and (v) any amounts payable by Sublandlord to Main Landlord in connection with this Sublease (including, without limitation, pursuant to Section 17(j) of the form of Consent, excluding, however, costs incurred by Main Landlord in connection with its making investigations as to the acceptability of Subtenant and its reasonable legal costs incurred in connection with the granting of the Consent (it being agreed that Sublandlord shall be responsible for such excluded amounts)), attached hereto as ***Exhibit "E"***. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof but except with respect to claims with respect to bodily injury or death, shall be limited to the extent any insurance proceeds collectible by Sublandlord under policies owned by Sublandlord or such

injured party with respect to such damage or injury are insufficient to satisfy same. If any claim, action or proceeding is made or brought against any Indemnitee, and pursuant to which claim, action or proceeding Subtenant shall be obligated to indemnify any Indemnitee pursuant to this **Section 21** (X) Indemnitee(s) shall give Subtenant prompt notice of such claim or action, and (Y) Subtenant shall, at its sole cost and expense, resist or defend such claim, action or proceeding in the Indemnitee's name, if necessary, with counsel selected by it, subject to the reasonable approval of Indemnitee, which approval shall not be unreasonably withheld but no approval of counsel shall be required in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated so to resist or defend such claim. Each party hereby releases the other, Subtenant hereby releases Main Landlord and each Condominium Board and the other Superior Parties, and Sublandlord hereby agrees to use commercially reasonable efforts to cause Main Landlord and the Condominium Board and the other Superior Parties, to release Subtenant with respect to any covered loss (including a claim for negligence, but excluding a claim based upon willful misconduct) which any of the foregoing might otherwise have against the other for loss, damage or destruction with respect to their respective property by fire or other covered peril (including rental value or business interruption) occurring during the Term to the extent to which any of the foregoing are insured under a policy containing a waiver of subrogation or permission for waiver. Notwithstanding anything contained in this Sublease to the contrary, Sublandlord shall not be liable to Subtenant in connection with any matter arising from or relating to this Sublease for any consequential, special or indirect damages. The provisions of this **Section 21** shall survive the expiration or earlier termination of this Sublease. "***Indemnitees***" shall mean Main Landlord, each other Landlord Party and their respective partners, shareholders, officers, directors, members, employees, agents and contractors, the Public Parties, the Ground Lease Landlord, the Superior Lessors and the Superior Mortgagees. "***Landlord Party***" shall mean a Landlord Entity and any principal, partner, member, officer, stockholder, director, trustees, employee or agent of a Landlord Entity or of any partner or member of any Person constituting a Landlord Entity or any other direct or indirect holder of an ownership interest in Landlord, disclosed or undisclosed. "***Subtenant Party***" shall mean a Subtenant Entity and any principal, partner, member, officer, stockholder, director, trustees, employee or agent of a Subtenant Entity or of any partner or member of any Person constituting a Subtenant Entity or any other direct or indirect holder of an ownership interest in Subtenant, disclosed or undisclosed. "***Subtenant Entity***" shall mean the named Subtenant herein and Affiliates of Subtenant and after any transfer of Subtenant's interest herein, the then subtenant and the Affiliates of the then subtenant.

22. ***Damage and Destruction***. If the Subleased Premises, the Unit or the Building shall be damaged by fire or other cause, then Subtenant agrees that it shall not be the obligation of Sublandlord to repair, restore or rebuild the Subleased Premises, the Unit or the Building, as the case may be, and Subtenant shall look to Main Landlord to repair, restore or rebuild the same in accordance with the applicable provisions of the Main Lease. Notwithstanding any contrary provision of the Main Lease, Subtenant shall have no right (i) to terminate this Sublease as to all or any part of the Subleased Premises by reason of a casualty or condemnation, or (ii) to an abatement of Rent by reason of a casualty or condemnation, unless, subject to Section 2(b) of this Sublease, Sublandlord is entitled to a corresponding abatement under Article 17 or 18 of the Main Lease (a copy of which is attached to this Sublease as ***Exhibit 17-18***); *provided, that*, no other damage, compensation or claims shall be payable by Main Landlord or Sublandlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Subleased Premises, the Unit or of the Building. In the event this Sublease is terminated by

reason of exercise by Main Landlord or Sublandlord of its termination rights under the Main Lease relating to damage or destruction, neither Sublandlord nor Subtenant shall have the duty to repair and/or restore the Subleased Premises or any other part of the Building. Subtenant understands that Sublandlord will not carry insurance of any kind on any goods, furniture, or furnishings owned by Subtenant or on any fixtures, equipment, improvements, installations, or appurtenances owned and removable by Subtenant in accordance with the provisions of this Sublease and that Sublandlord shall not be obligated to repair any damage thereto or replace same. Subtenant shall complete the repair and restoration thereof within a reasonable period of time after the occurrence of the casualty and substantial completion of Main Landlord's restoration obligations under the Main Lease, subject to delays due to Force Majeure. Sublandlord and Subtenant shall each request that a provision in any policy maintained by such party against loss by fire or other casualty be included to the effect that such party's insurer waives its rights of subrogation against the other party's insurer for any loss payable thereunder. Where such provision is obtainable from such insurer only at an additional premium and the insured party notifies the other party in writing of that fact, such insured party shall not be obligated to include such provision in such policy unless the other party notifies the insured party in writing, within ten (10) days after receiving notice from the insured party, that such other party will pay the increased cost for inclusion of such provision. Each party hereby releases and will not make any claims against or seek to recover from the other for any loss or damage to its property resulting from fire or other hazards to the extent covered by such property or other insurance that it is required hereunder to maintain or does otherwise maintain hereunder (or to the extent the same would have been covered if the parties hereunder were carrying all insurance required hereunder). The waiver of subrogation in this **Section** shall extend to both Sublandlord Parties and Subtenant Parties. This **Section 22** shall be considered an express agreement governing any case of damage to or destruction of the Building or any part thereof by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, and any other law of like import now or hereafter enacted, shall have no application. "***Force Majeure***" shall mean any delays resulting from any causes beyond Sublandlord's or Subtenant's reasonable control, as the case may be, including, without limitation, governmental regulation, governmental restriction, strike, labor dispute, riot, inability to obtain materials or supplies, acts of God, war, terrorist or bio-chemical attack, fire or other casualty and other like circumstances. Under no circumstances shall the non-payment of money or a failure attributable to a lack of funds be deemed to be (or to have caused) an event of Force Majeure nor shall weather conditions which are reasonably anticipatable as to frequency, duration and severity in their season of occurrence be deemed an event of Force Majeure. For purposes of this Sublease, Force Majeure delays shall be deemed to exist only if Sublandlord or Subtenant (as the case may be) promptly notifies the other party in writing of such delay and, after such initial notification promptly after request of the other party, Sublandlord or Subtenant (as the case may be) notifies the other party of the status of such delay. Each party shall use all commercially reasonable efforts to mitigate the delay caused by any event of Force Majeure to the extent reasonably commercially practicable, but without the necessity of employing overtime or premium pay labor unless such party elects to do so within its sole discretion or unless the other party elects to pay for such overtime or premium pay labor.

23. ***Condemnation***. In the event of any condemnation or taking hereinabove mentioned of all or a part of the Unit, Main Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Sublease in Subtenant, and Subtenant hereby expressly assigns to Main Landlord any and all right, title and interest of Subtenant now or hereafter arising in or to any such award or any part

thereof, and Subtenant shall be entitled to receive no part of such award. Subtenant shall have no claim for the value of any unexpired Term of this Sublease. If the temporary use or occupancy of all or any part of the Subleased Premises shall be taken by condemnation or in any other manner for any public or quasi -public use or purpose during the Term, Subtenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment actually received by Sublandlord for such taking that represents compensation for the use and occupancy of the Subleased Premises, for the taking of Subtenant's Property and for moving expenses, and Main Landlord shall be entitled to receive that portion which represents reimbursement for the cost of restoration of the Subleased Premises. This Sublease shall be and remain unaffected by such taking and Subtenant shall continue to be responsible for all of its obligations hereunder insofar as such obligations are not affected by such taking and shall continue to pay in full the Fixed Rent and Additional Rent when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date, that part of the award which represents compensation for the use and occupancy of the Subleased Premises (or a part thereof) shall be divided between Sublandlord and Subtenant so that Subtenant shall receive so much thereof as represents the period up to and including such Expiration Date and Sublandlord shall receive so much thereof as represents the period after such Expiration Date. All monies paid as, or as part of, an award for temporary use and occupancy for a period beyond the date to which the Rent have been paid shall be received, held and applied by Sublandlord as a trust fund for payment of the Rent becoming due hereunder. Notwithstanding anything to the contrary contained in this **Section 23**, each Condominium Board, and not Main Landlord or Sublandlord, subject to the provisions of Article 35 of the Main Lease, as set forth in ***Exhibit 35*** of this Sublease, shall be responsible for all repairs to the Building, the Common Elements, the Unit and the Subleased Premises which, pursuant to the Condominium Documents, such Condominium Board is required to repair and/or restore, but Main Landlord shall be obligated to enforce the obligations of the Condominium Board as set forth in Article 35 of the Main Lease, and Sublandlord shall be obligated to enforce the obligations of Main Landlord as set forth in Article 35 of the Main Lease.

24. ***Bankruptcy***.

(a) To the extent allowable under the Bankruptcy Code and other applicable Legal Requirements (collectively, "***Bankruptcy Requirements***") if, at any time prior to the date herein fixed as the Sublease Commencement Date, a Bankruptcy Event shall occur, this Sublease shall be cancelled and terminated, in which event neither Subtenant nor any person claiming through or under Subtenant or by virtue of any statute or of an order of any court shall be entitled to possession of the Subleased Premises and Sublandlord, in addition to the other rights and remedies given by **Section 19** hereof and by virtue of any other provision herein or elsewhere in this Sublease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit or monies received by it from Subtenant or others on behalf of Subtenant upon the execution hereof.

(b) To the extent allowable under the Bankruptcy Requirements, if at the date fixed as the Sublease Commencement Date or if at any time during the Term a Bankruptcy Event shall occur, this Sublease, at the option of Sublandlord, exercised within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated, in which event neither Subtenant nor any person claiming through or under Subtenant by virtue of any statute or of an order of any court shall be entitled to possession

or to remain in possession of the Subleased Premises but shall forthwith quit and surrender the Subleased Premises. "***Bankruptcy Event***" shall mean any or all of the following events: there shall be filed by or against Subtenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy, or there shall be commenced a case under the Bankruptcy Code by or against Subtenant, or a petition filed for insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Subtenant's Property, and, in any case (other than a voluntary filing by Subtenant), within ninety (90) days thereof Subtenant fails to secure a discharge thereof, or if Subtenant makes a general assignment for the benefit of creditors, or petitions for or enters into an arrangement with its creditors.

(c) To the extent allowable under the Bankruptcy Requirements, it is stipulated and agreed that in the event of the termination of this Sublease pursuant to **Sections 24(a) or 24(b)**, Sublandlord shall forthwith, notwithstanding any other provisions of this Sublease to the contrary, be entitled to recover from Subtenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the Term demised and the then fair and reasonable rental value of the Subleased Premises for the same period. To the extent allowable under the Bankruptcy Requirements, in the computation of such damages, the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Subleased Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of the Prime Rate *minus* two percent (2%) per annum. If the Subleased Premises or any part thereof be re-let by Sublandlord for the unexpired Term of this Sublease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, to the extent allowable under the Bankruptcy Requirements, the amount of rent reserved upon such reletting shall be deemed *prima facie* to be the fair and reasonable rental value for the part or the whole of the Subleased Premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of Sublandlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by the Bankruptcy Requirements governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the difference referred to above.

(d) Without limiting any of the foregoing provisions of this **Section 24**, if pursuant to the Bankruptcy Requirements, Subtenant is permitted to assign or otherwise transfer this Sublease (whether in whole or in part in disregard of the restrictions contained in this **Section 24** and/or **Section 14** of this Sublease), Subtenant agrees that adequate assurance of future performance by the assignee or transferee permitted under the Bankruptcy Requirements shall mean, to the extent allowable under the Bankruptcy Requirements, the deposit of cash security with Sublandlord in an amount equal to the sum of one year's Fixed Rent then reserved hereunder plus an amount equal to all Additional Rent payable under **Section 3** of this Sublease or other provisions of this Sublease for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Sublandlord, without interest, for the balance of the Term as a security for the full and faithful performance of all of the obligations under this Sublease on the part of Subtenant yet to be performed. To the extent allowable under the Bankruptcy Requirements, if Subtenant receives or is to receive any valuable consideration for such an assignment or transfer (in part or in whole) of this Sublease, such consideration, after deducting therefrom any portion of such consideration reasonably designated

by the assignee or transferee as paid for the purchase of Subtenant's Property in the Subleased Premises, shall be and become the sole exclusive property of Sublandlord and shall be paid over to Sublandlord directly by such assignee or transferee. Any such assignee or transferee may only use and occupy the Subleased Premises as permitted under **Section 12** of this Sublease and such occupancy may not increase the number of individuals occupying the Subleased Premises at the time a petition for bankruptcy (or reorganization) is filed by or against Subtenant. In addition, to the extent allowable under the Bankruptcy Requirements adequate assurance shall mean that any such assignee or transferee of this Sublease shall have a net worth (exclusive of good will and general intangibles) in accordance with GAAP equal to at least ten (10) times the aggregate of the annual Fixed Rent reserved hereunder *plus* all Additional Rent for the preceding calendar year as aforesaid. Such assignee or transferee shall expressly assume this Sublease by an agreement in recordable form and reasonable acceptable to Sublandlord.

(e) To the extent allowable under the Bankruptcy Requirements, all amounts payable by Subtenant to or on behalf of Sublandlord under this Lease, whether or not expressly denominated Fixed Rent, Additional Rent or Rent, shall constitute rent for the purposes of **Section 502(b)(7)** of the United States Bankruptcy Code, 11 U.S.C. §101 et. seq., as amended (the "***Bankruptcy Code***").

25. ***Estoppel Certificate***. From time to time, within ten (10) days next following request by Sublandlord, Subtenant shall deliver to Sublandlord or Main Landlord or such other Person as Sublandlord or Main Landlord may reasonably request a written statement executed by Subtenant, in form reasonably satisfactory to Main Landlord and Sublandlord or such other Person, (i) certifying that this Sublease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (ii) setting forth the date to which the Fixed Rent, the Additional Rent and other items of Rent have been paid, (iii) stating whether or not, to the knowledge of Subtenant, Sublandlord is in default under this Sublease, and, if Sublandlord is in default, setting forth the specific nature of all such defaults, and (iv) as to any other matters reasonably requested by Main Landlord or Sublandlord. Subtenant acknowledges that any statement delivered pursuant to this **Section 25** may be relied upon by any purchaser or owner of the Real Property, the Unit or the Building, or Main Landlord's interest in the Real Property or the Unit, Ground Lease Landlord, the Condominium Board, or any other Superior Party, or by an assignee or successor of a Superior Party, or by any prospective assignee or transferee of the leasehold estate under the Main Lease.

26. ***Alterations***. Subtenant shall not make or cause, suffer or permit the making of any alteration, addition, change, replacement, installation or improvement in or to the Subleased Premises, the Demised Premises, the Unit or the Building, or the electrical, plumbing, mechanical or Base HVAC System or other Base Systems serving the Subleased Premises or the Demised Premises or the Unit or the Building (collectively "***Alterations***") without obtaining the prior written consent of Sublandlord and Main Landlord in each instance, which consent Sublandlord shall not unreasonably withhold or delay but which may be granted or denied in Main Landlord's sole and absolute discretion, and otherwise in compliance with the Main Lease. The term "***alterations***" means any alteration, installation, improvement, addition, removal, demolition, decoration or other physical change.

27. ***Mechanics Liens.*** Any mechanic's lien filed against the Building and/or the Unit for work claimed to have been done for, or materials claimed to have been furnished to, Subtenant, any Affiliate or subtenant of Subtenant, or any other Person acting by or under any of the foregoing shall be discharged or bonded over by Subtenant within thirty (30) days after Subtenant shall have received notice (from whatever source) thereof. If Subtenant shall fail to discharge or bond over any mechanic's lien within such thirty (30) day period as aforesaid, Sublandlord or Main Landlord may, but shall not be obligated to, discharge the mechanic's lien by bond, payment or otherwise and the cost of the discharge, together with interest thereon at the Interest Rate, will be paid by Subtenant to Sublandlord as Additional Rent, or to Main Landlord, as applicable, within thirty (30) days of Sublandlord's or Main Landlord's demand therefor.

28. ***Right of Access; Entry***.

(a) Subject to the provisions of the Main Lease, (i) Subtenant shall permit Main Landlord and Sublandlord, agents, representatives, contractors and employees of Landlord and Sublandlord and each Condominium Board and utility companies and other service providers servicing the Building, the Unit and/or the Common Elements to erect, use and maintain pipes and conduits in and through the Subleased Premises in concealed locations beneath floors, behind core or perimeter walls or within existing column enclosures and above ceiling; (ii) Main Landlord and Sublandlord and agents, representatives, contractors and employees of Main Landlord and Sublandlord and any Condominium Board shall have the right to enter the Subleased Premises upon prior reasonable notice (except in an emergency, in which event Sublandlord shall endeavor to give such notice as is reasonably practicable under the circumstances) during Business Hours, for the purpose of making such repairs or alterations as Main Landlord or Sublandlord or any Condominium Board shall reasonably require or shall have the right to make by the provisions of the Main Lease or this Sublease or the Condominium Documents; and (iii) Main Landlord and Sublandlord shall also have the right on reasonable prior notice during Business Hours to enter the Subleased Premises, for the purpose of inspecting them or exhibiting them to prospective purchasers, prospective superior lessors or superior mortgagees of the Building and/or the Unit. Main Landlord, Sublandlord, and each Condominium Board shall be allowed to take such material as shall be required for such day's work (provided that if excess material does not unreasonably interfere with Subtenant's business and use of the Demised Premises, then Main Landlord, Sublandlord and any Condominium Board can take such reasonable amounts of material as is required for a commercially reasonable period into and upon the Subleased Premises during periods when work is in progress.

(b) throughout the Term of this Sublease, Main Landlord, Sublandlord and any Condominium Board shall have free access to all mechanical installations located in the Unit or the Common Elements. Neither Subtenant, any Subtenant Party nor any contractor, invitee or licensee of Subtenant shall at any time enter the said enclosures or tamper with, adjust, touch or otherwise affect in any manner such mechanical installations. Sublandlord may exhibit the Subleased Premises to prospective tenants, upon prior reasonable notice to Subtenant.

(c) In connection with Main Landlord's or Sublandlord's making any repairs, alterations, additions or improvements and in inspecting and exhibiting the Subleased Premises, if at all, Sublandlord shall make reasonable efforts to minimize interference with the conduct of Subtenant's business but neither Main Landlord nor Sublandlord shall have any

obligation to employ contractors or labor at so called overtime or other premium pay rates or to incur any other overtime costs or expenses whatsoever. Subtenant shall keep Sublandlord and the Building manager's office advised of the name and telephone number of the person or agency to be notified on behalf of Subtenant in the event of any emergency and shall provide such a representative at all times of the day and night. If such representative shall not be provided at any time after reasonable notice under the circumstances when access to the Subleased Premises shall be required or if in the event of an emergency of Subtenant, Main Landlord and Sublandlord shall nevertheless have the right to enter the Subleased Premises, provided that during such entry, Main Landlord, Sublandlord and their agents shall accord all due care to Subtenant's Property. Neither Main Landlord nor Sublandlord shall have any liability to Subtenant for any failure of Main Landlord or Sublandlord to perform any of its respective obligations hereunder by reason of Main Landlord's or Sublandlord's inability to enter the Subleased Premises.

(d) In the event that an excavation or any construction should be made for Building or other purposes upon land adjacent to the Real Property, or should be authorized to be made, Subtenant shall, upon reasonable prior notice, if necessary, afford to the person or persons causing or authorized to cause such excavation or construction or other purpose, the right, for brief periods of time and in a manner so as to avoid interference with Subtenant's business, subject to such reasonable conditions as Subtenant may reasonably impose, to enter upon the Subleased Premises for the purpose of doing such work as shall reasonably be necessary to protect or preserve the wall or walls of the Unit, or the Building, from injury or damage and to support them by proper foundations, pinning and/or underpinning, or otherwise.

29. ***Right to Cure Subtenant's Defaults***. If Subtenant shall at any time fail to make any payment or perform any other obligation of Subtenant hereunder, then Sublandlord shall have the right, but not the obligation, after five (5) days' written notice to Subtenant, or without notice to Subtenant in the case of any emergency, and in the case of emergency without awaiting the lapse of any cure period that may be provided for herein or in the Main Lease for defaults, and without waiving or releasing Subtenant from any obligations of Subtenant hereunder, to make such payment or perform such other obligation of Subtenant in such manner and to such extent as Sublandlord shall reasonably deem necessary, and in exercising any such right, to pay any incidental costs and expenses, employ attorneys, and incur and pay reasonable attorneys' fees. Subtenant shall pay to Sublandlord within ten (10) days after demand all sums so paid by Sublandlord and all incidental costs and expenses of Sublandlord in connection therewith, together with interest thereon at the Interest Rate or the then maximum lawful interest rate, whichever shall be less, from the date of the making of such expenditures until the date repaid, such sums shall be deemed to be Additional Rent hereunder.

30. ***Laws, Ordinances, Requirements of Public Authorities***. Subtenant shall, at Subtenant's sole cost and expense, comply with all Legal Requirements and/or Insurance Requirements which shall impose any violation, order or duty upon Main Landlord or Sublandlord or Subtenant arising from Subtenant's particular manner of use of the Subleased Premises (in contrast to use by Subtenant for customary office purposes) or any Alterations to the Subleased Premises made therein by or at Subtenant's request or required by reason of a breach of any of Subtenant's covenants or agreements hereunder. If Subtenant receives written notice of any violation of Legal Requirements and/or Insurance Requirements applicable to the Subleased

Premises, it shall give prompt notice thereof to Sublandlord. "***Insurance Requirements***" shall mean all customary requirements, now or hereinafter in effect, of any insurance policy covering or applicable to all or any part of the Real Property, the Building, the Unit or the Demised Premises or the Subleased Premises or the use thereof, all requirements of the issuer of any such policy and all orders, rules, regulations, and other customary requirements of the Insurance Services Office, Inc. or any other body exercising the same or similar functions and having jurisdiction of all or any part of the Real Property, the Building, the Unit or the Demised Premises.

31. ***Brokerage***. Each of Sublandlord and Subtenant represents and warrants to the other that it has not dealt with any broker in connection with this transaction other than Savills Studley, Inc. and DLS Commercial Real Estate LLC (collectively, the "***Brokers***"). Each of Sublandlord and Subtenant agrees to defend, save and hold the other harmless from any claims for fees and commissions and against any liability (including reasonable attorneys' fees and disbursements) arising out of a breach or alleged breach of the foregoing warranty and representation by the indemnifying party. Sublandlord shall be responsible for the payment of any commission or other fee earned by the Brokers pursuant to separate agreements between them in connection with this Sublease. This **Section 31** shall survive the expiration or sooner termination of the Lease.

32. ***No Waiver***. The failure of a party hereto to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of such party. Sublandlord's receipt and acceptance of Fixed Rent or Additional Rent, or Sublandlord's acceptance of performance of any other obligation by Subtenant, with knowledge of Subtenant's breach of any provision of this Sublease, shall not be deemed a waiver of such breach. No waiver by a party hereto of any term, covenant or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by the other party.

33. ***Successor and Assigns***. The covenants, conditions, agreements and provisions of this Sublease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. In the event of any assignment or transfer of the leasehold estate under the Main Lease, the transferor or assignor, as the case may be, shall be and hereby is entirely relieved and freed of all further obligations under this Sublease.

34. ***No Personal Liability***.

(a) Notwithstanding that Sublandlord is a limited liability partnership, the partners or members of which are or may otherwise be subject to personal liability, and notwithstanding any provision in this Sublease or the Main Lease to the contrary or at law or in equity, each party agrees that in pursuing its rights and remedies against the other under or with respect to this Sublease, (i) such pursuing party will look solely to the income and assets of the other party (each a "***Party***") and (ii) such pursuing party will not have recourse or otherwise look to the individual or personal assets of any past, present or future partner, shareholder or other holder of an interest in a Party (each, an "***Interest Holder***"). The assets of each Party include, without limitation, all accounts receivable of such Party, and any claims of the Interest Holders in such Party against such Party or against other Interest Holders in such Party shall be subject and

subordinate in all respects to any claims by such pursuing party against the other Party or Interest Holders therein. The immediately preceding limitation of liability shall not be construed to prevent such pursuing party from seeking to have any fraudulent conveyances made by a Party to any of the Interest Holders in such Party set aside in the event that such pursuing party is damaged by, or such pursing party's recourse or recovery is diminished by, the occurrence of any Fraudulent Acts. For the purposes hereof, "***Fraudulent Acts***" shall refer to any acts or action taken by a Party outside of its prevailing business practices, with a principal intent to defraud the pursuing party in its recourse against, or recovery from, such Party. Subtenant acknowledges that the prevailing business practices of Sublandlord includes the distribution of annual profits to partners of Sublandlord, and in certain instances the diminution or return of capital contributions, less retainage for current or permanent capital account or other reserves or needs, all as Sublandlord's management or executive committee (as the case may be), exercising its business judgment. The provisions of this **Section 34** shall limit the liability of the Interest Holders in a Party as provided in this **Section 34** but shall not in any way limit, reduce, affect or otherwise modify the liability of such Party or its successors or permitted assignees under this Sublease.

(b) Except as expressly provided in **Sections 22 and 23** of this Sublease, the obligation of Subtenant to pay Rent hereunder and perform all of the other covenants and agreements hereunder on the part of Subtenant to be performed shall in no way be affected, impaired or excused because Sublandlord is unable to fulfill any of its obligations under this Sublease or is unable to supply or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if Sublandlord is prevented or delayed from so doing by reason of Force Majeure. Sublandlord shall not have liability to Subtenant, nor shall Subtenant be entitled to terminate this Sublease, or be entitled to any abatement or diminution of rent payable by Subtenant under this Sublease or to any relief from any of its obligations under this Sublease (except as expressly set forth in Section 2(b) of this Sublease) if by reason of strike or labor trouble or any other cause whatsoever beyond the reasonable control of Sublandlord, including, but not limited to, acts of war, emergency, casualty, terrorism, bioterrorism, or governmental preemption in connection with a National Emergency, there is (i) a lack of access to the Building, the Unit or the Subleased Premises; (ii) reduced air quality or other contaminants in the Building that would adversely affect the Building or its occupants, including the presence of biological or other airborne agents within the Building or the Subleased Premises; (iii) disruption of mail and deliveries to the Building or the Subleased Premises; (iv) disruption of telephone and/or other communications services to the Building or the Subleased Premises; (v) disruption of any other services to the Subleased Premises or any of the Building systems; or (vi) an inability for Subtenant to otherwise use and/or occupy the Subleased Premises for the conduct of its business.

(c) Neither Sublandlord nor any Sublandlord Party shall be liable for (i) any damage to property of Subtenant or of others entrusted to employees of Sublandlord, Main Landlord, the Condominium, the Building or the Unit, nor for the loss of or damage to any property of Subtenant by theft or otherwise, (ii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or sub surface or from any other place or by dampness or by any other cause of whatsoever nature or (iii) damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public or quasi-public work, but the foregoing shall not limit Subtenant's rights or decrease Sublandlord's obligations under this Sublease.

(d) Neither Main Landlord nor Sublandlord shall have liability to Subtenant by reason of any Window Blocking or if at any time any windows of the Subleased Premises are either temporarily darkened or obstructed by reason of any translucent material for the purpose of energy conservation, or if any part of the Building, other than the Subleased Premises, is temporarily or permanently closed or inoperable. "***Window Blocking***" shall mean that any exterior, curtainwall window of the Subleased Premises is blocked or bricked-up for any reason (including, without limitation, by Main Landlord (i) in connection with the performance of repairs, maintenance or improvements to the Building, (ii) if required by any Legal Requirements, or (iii) by the use of any netting or similar device).

35. ***Interpretation***. Irrespective of the place of execution or performance, this Sublease shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Sublease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The table of contents, captions, headings and titles, if any, in this Sublease are solely for convenience of reference and shall not affect its interpretation. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted. If any words or phrases in this Sublease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Sublease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Sublease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Each covenant, agreement, obligation or other provision of this Sublease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same.

36. ***Consent of Main Landlord Under Main Lease***. The Sublease Commencement Date shall not occur until the Main Landlord shall have given its written consent hereto ("**Main Landlord's Consent**") in accordance with the terms of the Main Lease. Accordingly, immediately after the date hereof, Sublandlord shall request Main Landlord's Consent in accordance with the terms of Article 8 of the Main Lease, and shall thereafter take such actions contemplated by such Article 8, and otherwise use reasonable efforts (including promptly responding to all requests by Main Landlord for additional information and other materials) to obtain Main Landlord's Consent within forty-five (45) days after the date hereof. Sublandlord shall immediately notify Subtenant of the granting or denial of the Main Landlord's Consent, and if such consent shall be granted, Sublandlord shall furnish Subtenant with a copy thereof. Sublandlord and Subtenant agree to execute the Main Landlord's form of Consent, attached hereto as ***Exhibit "E"*** and any other documentation reasonably required by Main Landlord, in each case to the extent the same are reasonably acceptable to each party. Notwithstanding the foregoing, if the Main Landlord does not give Main Landlord's Consent to this Sublease for any reason on or before the ninetieth (90th) day after the date hereof, then at any time after such ninetieth (90th) day, either party hereto may cancel this Sublease by giving written notice to the other party, and if such notice shall be given, this Sublease shall be deemed cancelled and have no further force or effect as of the fifth (5th) day

following the date of the giving of such notice, unless Main Landlord's Consent is issued within said five-day period, in which case said notice of cancellation shall be void and this Sublease shall remain in force and effect in accordance with its terms. If this Sublease shall be cancelled as aforesaid, then Sublandlord shall return to Subtenant all Fixed Rent, if any, prepaid by Subtenant and any security. Subtenant hereby acknowledges that the Main Lease provides that no sublease shall be valid, and no subtenant shall take possession of any part of the premises demised thereunder, until an executed counterpart of such sublease has been delivered to Main Landlord. Any fee or reimbursement required by Main Landlord for the costs of making investigations as to the acceptability of the Subtenant and the reasonable legal costs incurred in connection with the granting of Main Landlord's Consent shall be paid by Sublandlord.

37. ***Waiver of Jury Trial and Right to Counterclaim***. Each of the parties hereto hereby waives all right to trial by jury in any summary or other action; proceeding or counterclaim arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant, the Subleased Premises and the use and occupancy thereof, and any claim of injury or damages, provided that such waiver is not prohibited by law. Subtenant also hereby waives all right to assert or interpose a counterclaim in any summary proceeding or other action or proceeding to recover or obtain possession of the Subleased Premises.

38. ***Additional Representations***. Sublandlord further represents to Subtenant that (i) it has all requisite limited liability partnership power and authority to execute, deliver and perform this Sublease, (ii) all limited liability partnership actions required to execute, deliver and perform this Sublease have been duly and properly taken, (iii) it has duly authorized, executed and delivered this Sublease; (iv) this Sublease is its valid, legal and binding agreement, enforceable against it in accordance with its terms and (v) the execution and delivery of this Sublease is not prohibited by, nor does it conflict with, or constitute a default under, any agreement or instrument to which such party may be bound or any Legal Requirements applicable to such party. Subtenant further represents to Sublandlord that (i) it has all requisite corporate power and authority to execute, deliver and perform this Sublease, (ii) all corporate actions required to execute, deliver and perform this Sublease have been duly and properly taken, (iii) it has duly executed and delivered this Sublease; (iv) this Sublease is its valid, legal and binding agreement, enforceable against it in accordance with its terms; and (v) the execution and delivery of this Sublease is not prohibited by, nor does it conflict with, or constitute a default under, any agreement or instrument to which such party may be bound or any Legal Requirements applicable to such party.

39. ***Jurisdiction***. Sublandlord and Subtenant each hereby (a) irrevocably consents and submits to the jurisdiction of any Federal, state, county or municipal court sitting in the State of New York in respect to any action or proceeding concerning any matters arising out of or in any way relating to this Sublease; (b) irrevocably waives all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceedings if the same is brought in New York City; (c) agrees that this Sublease and the rights and obligations of the parties shall be governed by and construed, and all actions, proceedings and all controversies and disputes arising under or of or relating to this Sublease shall be resolved in accordance with the internal substantive laws of the State of New York applicable to agreements made and to be wholly performed with the State of New York, (d) waives any defense to any action or proceeding granted by the laws of any other country or jurisdiction unless such defense is also allowed by the laws of the State of New York and (e) agrees that any final judgment rendered against it in any

such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Sublandlord and Subtenant further agree that any action or proceeding in respect to any matters arising out of or in any way relating to this Sublease shall be brought only in the State of New York, County of New York.

40. ***Hazardous Materials***. Subtenant shall not cause or permit "Hazardous Materials" to be used, transported, stored, released, handled, produced or installed in, on or from the Demised Premises, the Unit or the Building. The term "***Hazardous Materials***" shall, for the purposes hereof, mean any flammable, explosive or radioactive materials; hazardous wastes; hazardous and toxic substances or related materials; asbestos or any material containing asbestos; or any other such substance or material; in the definition of "hazardous substances", "hazardous wastes", "hazard materials", "toxic substances", or "contaminants" as defined by, or any materials regulated by, any federal, state or local law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing (collectively, "***Environmental Laws***"). Notwithstanding the foregoing, the restriction in the first sentence of this **Section 40** shall not be deemed to be a restriction on Operational Hazardous Materials typically and lawfully used in connection with the operation and maintenance of offices (provided the same are used, handled and stored in accordance with all applicable Environmental Laws). In the event of a breach of the provisions of this **Section 40**, Main Landlord or Sublandlord shall, in addition to all of its rights and remedies under this Sublease and pursuant to applicable Legal Requirements, have the right to require the other, at Subtenant's sole cost and expense, to promptly remove any such Hazardous Materials from the Subleased Premises or the Unit, as the case may be and (ii) Subtenant shall indemnify and hold Main Landlord and Sublandlord and their successors and assigns harmless from and against any loss, liability, damages, and costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) that such indemnified parties may at any time suffer by reason of the existence of such Hazardous Materials in accordance with this **Section 40**. The provisions of this **Section 40** shall survive the expiration or sooner termination of this Sublease. The term "***Operational Hazardous Materials***" shall mean any Hazardous Materials which are normally or reasonably used in the operation, maintenance or use of a Comparable Building, provided that the same are permitted to be used in such operation, maintenance or use by Legal Requirements and/or Insurance Requirements and are used, stored and disposed of in compliance in all material respects with Legal Requirements and/or Insurance Requirements, including, without limitation, use of fuels, heating oil, lubricants, pesticides, cleaning materials, paint and paint thinners, asphalt, caulks, and chemicals commonly used in connection with heating, plumbing, mechanical and electrical systems and in photocopying machines, computers, word processing equipment and other business machines (but excluding any Hazardous Materials which have been incorporated into the structure of the Building or the Base Systems in the course of the Base Building Work). "***Comparable Buildings***" shall mean first class office buildings of comparable size located in the area bounded by 34th Street to 60th Street, from 1st Avenue to 8th Avenue, City of New York.

41. ***No Vault***. Sublandlord hereby represents and warrants that no vault or cellar not within the property line of the Building is leased to Sublandlord under the Main Lease.

42. ***Window Cleaning***. Subtenant will not clean any window in the Subleased Premises from the outside (within the meaning of Section 202 of the New York Labor Law or any successor statute thereto). In addition, unless the equipment and safety devices required by all legal requirements including Section 202 of the New York Labor Law or any successor statute thereto are provided and used, Subtenant will not require, permit, suffer or allow the cleaning of any window in the Subleased Premises from the outside (within the meaning of such **Section**); *provided, however*, that neither Subtenant nor Sublandlord shall be responsible for the manner in which Main Landlord, its agents, contractors or employees clean such windows.

43. ***Moving***. Subtenant shall not move any safe, heavy equipment or bulky matter in or out of the Building without Main Landlord's written consent (if required under the Main Lease), which consent shall not be unreasonably withheld. If the movement of such items is required to be done by persons holding a Master's Rigger's License, then all such work shall be done in full compliance with the Administrative Code of the City of New York and other municipal requirements. All such movements shall be made during hours which will minimize interference with the normal operations of the Building, and all damage caused by such movement shall be promptly repaired by Subtenant at Subtenant's sole cost and expense. Subtenant shall not place a load upon any floor of the Subleased Premises which exceeds the load per square foot which such floor was designed to carry and that is allowed by Legal Requirements.

44. ***Signage***. Main Landlord may at any time without notice to or the consent of Subtenant to change the name, number or designation by which the Building may be known. Subtenant acknowledges and agrees that Subtenant is not entitled to receive any signage listing on Sublandlord's plaque or pylon signage in the Building lobby, that there is currently no other directory or listing board in the Building lobby, and that Subtenant shall not be entitled to any signage in any future directory or listing board in the Building lobby except at Subtenant's sole cost. If any such signage is subsequently provided to or for the benefit of Subtenant, such signage shall be subject, in each case, to (i) the Main Lease and (ii) the approval of Sublandlord (in its reasonable discretion) and Main Landlord (in its sole and absolute discretion). Any termination, cancellation or surrender of this Sublease shall terminate any rights of Subtenant under this **Section 44.**

45. ***Non-Disclosure; Advertising***. Neither Sublandlord nor Subtenant nor any of any their respective employees, representatives, agents or consultants shall publicize, advertise or otherwise disclose to third parties other than Main Landlord and the Brokers any of the economic terms (including, but not limited to, Rent payable hereunder) nor any of the material terms of this Sublease without the prior written consent of the other party and shall keep all such terms confidential except to the extent such disclosure of such information is required to be made (a) to any actual or prospective purchasers, mortgagees, overlessors, assignees or subtenants (or any of their respective employees, representatives, agents or consultants), (b) by Legal Requirements, (c) in any arbitration or litigation between the parties or (d) to any Governmental Authority providing to Main Landlord, Sublandlord and/or Subtenant business incentives, or to any governmental entity which is a party to an agreement pursuant to which such business incentives are being provided to Subtenant. Any such disclosure shall be subject to any non-public pre-notification requirements imposed by the New York City Economic Development Corporation or any successor thereto ("***EDC***") or the New York State Urban Development Corporation d/b/a Empire State Development Corporation, or any successor thereto ("***ESDC***"). Subtenant shall not

use nor shall Subtenant permit any Subtenant Entity to use the name or likeness of the Building in any advertising (by whatever medium) without Main Landlord's prior consent (in its sole and absolute discretion) and Sublandlord's consent (not to be unreasonably withheld); *provided, however*, that Subtenant may use the name and address of the Building on its stationary and in advertisements for identification purposes only.

46. ***Prohibited Entities***.

(a) Subtenant represents and warrants to Sublandlord that (i) it and each Affiliate or Principal directly or indirectly owning an interest in it is not a Prohibited Entity, (ii) none of the funds or other assets of it constitute property of, or are beneficially owned, directly or indirectly, by, any Person on the List, (iii) no Person on the List has any interest of any nature whatsoever in it (whether directly or indirectly), (iv) none of its funds have been derived from any unlawful activity with the result that the investment in it is prohibited by law or that this Sublease is in violation of law, and (v) it has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. "***Affiliate***" shall mean with respect to any Person, any Person who or which directly or indirectly controls, is controlled by or is under common control with such Person. "***Principal***" shall mean, with respect to any Person, (A) any director or the president, any vice president, the treasurer, or the secretary thereof if such Person is a corporation, (B) any general partner of a partnership or managing member or manager of a limited liability company, or (C) any shareholder, limited partner, member or other Person having a direct or indirect economic interest in such Person, whether beneficially or of record, in excess of ten percent (10%) of all of the issued and outstanding shares, partnership interests, limited liability company interests or other ownership interests of such Person. In calculating the percentage interest of any shareholder, partner, member or other beneficially interested Person referred to in the prior sentence, the interest in the equity of any Affiliate of such shareholder, partner, member or beneficially interested Person shall be attributed to such shareholder, partner, member or beneficially interested Person. "***Person***" shall mean (A) an individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association or other business entity, (B) any federal, state, county or municipal government (or any bureau, department, agency or instrumentality thereof), and (C) any fiduciary acting in such capacity on behalf of any of the foregoing. "***List***" shall mean, collectively, as updated from time to time, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by the Office of Foreign Assets Control of the Department of the Treasury ("***OFAC***") pursuant to any authorizing statute, executive order or regulation. "***Prohibited Entity***" shall mean (A) any Prohibited Person, (B) any Person that is identified on the List or (C) any Person that is a NYTC Competing User (as defined in the Condominium Declaration). A "***Prohibited Person***" shall mean (A) any Person (1) that is in default after notice and beyond the expiration of any applicable cure period, of such Person's obligations under any material written agreement with the City, the State or any of their instrumentalities, or (2) that directly controls, is controlled by, or is under common control with a Person that is in default after notice and beyond the expiration of any applicable cure period, of such Person's obligations under any material written agreement with the City, the State or any of their instrumentalities, unless, in each instance, such default or breach either (a) has been waived in writing by the City, the State or any of their instrumentalities as the case may be or (b) is being disputed in a court of law, administrative proceeding, arbitration or other forum or (c) is cured within thirty (30) days after a determination and notice to Subtenant from Sublandlord that such

Person is a Prohibited Person as a result of such default; (B) any Person that is an Organized Crime Figure; (C) any government, or any Person that is directly or indirectly controlled (rather than only regulated) by a government, that is finally determined to be in violation of (including, but not limited to, any participant in an international boycott in violation of) the Export Administration Act of 1979, as amended, or any successor statute, or the regulations issued pursuant thereto, or any government that is, or any Person that, directly or indirectly, is controlled (rather than only regulated) by a government that is subject to the regulations or controls thereof; (D) any government, or any Person that, directly or indirectly, is controlled (rather than only regulated) by a government, the effects or the activities of which are regulated or controlled pursuant to regulations of the United States Treasury Department or executive orders of the President of the United States of America issued pursuant to the Trading with the Enemy Act of 1917, as amended; (E) any Person that is in default in the payment to the City of any real estate taxes, sewer rents or water charges totaling more than $10,000, unless such default is then being contested in good faith in accordance with applicable Legal Requirements or unless such default is cured within thirty (30) days after a determination and notice to Subtenant from Sublandlord that such Person is a Prohibited Person as a result of such default; or (F) any Person (1) that has solely owned, at any time during the 3-year period immediately preceding a determination of whether such Person is a Prohibited Person, any property which, while in the ownership of such Person, was acquired by the City by *in rem* tax foreclosure, other than a property in which the City has released or is in the process of releasing its interest pursuant to the Administrative Code of the City, or (2) that, directly or indirectly controls, is controlled by, or is under common control with a person that has owned, at any time in the 3-year period immediately preceding a determination of whether such Person is a Prohibited Person, any property which, while in the ownership of such person, was acquired by the City by *in rem* tax foreclosure, other than a property in which the City has released or is in the process of releasing its interest to such person pursuant to the Administrative Code of the City. "***Organized Crime Figure***" shall mean any Person (A) who has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (B) who, directly or indirectly controls, is controlled by, or is under common control with, a Person who has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure. The determination as to whether any Person is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure shall be within the sole discretion of Sublandlord, which discretion shall be exercised in good faith or as determined by the Ground Lease Landlord in accordance with the terms of the Ground Lease.

(b) Subtenant agrees (i) to comply with all Legal Requirements relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify the other in writing if any of the representations, warranties or covenants set forth in this **Section 46** are no longer true or have been breached or if it has a reasonable basis to believe that they may no longer be true or have been breached, (iii) not to use funds from any Person on the List to make any payment due to Sublandlord under this Sublease and (iv) at the request of the other, to provide such information as may be reasonably requested by Sublandlord or Subtenant to determine the other's compliance with the terms hereof. "***Legal Requirements***" shall mean all laws, statutes and ordinances (including, without limitation, all building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives

and requirements of all Governmental Authorities, which may be applicable to or affecting this Lease, the Real Property, the Subleased Premises the Building, the Unit and/or the Common Elements or the use or occupancy thereof, whether now or hereafter enacted or in force, ordinary or extraordinary, foreseen or unforeseen and all requirements, obligations and conditions of all instruments of record relating to the Real Property.

(c) Subtenant hereby acknowledges and agrees that inclusion on the List of the other party or any Affiliate or Principal of such party at any time during the Term shall be a material default of this Sublease. Notwithstanding anything to the contrary contained herein, including but not limited to Subtenant's rights under **Section 14**, Subtenant shall not permit the Subleased Premises or any portion thereof to be used or occupied by any Person on the List (on a permanent, temporary or transient basis), and any such use or occupancy of the Subleased Premises by any such Person shall be a material default of this Sublease.

47. ***No Recordation***. Subtenant agrees to execute and deliver any documents as may be required of Subtenant by Main Landlord or Sublandlord under Article 42 of the Main Lease, which is attached hereto as ***Exhibit 42*** to this Sublease. In no event shall this Sublease or any amendment hereto be recorded.

48. ***Severability***. If any term, covenant, condition or provision of this Sublease or the application thereof to any circumstance or to any Person shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Sublease or the application thereof to any circumstances or to any Person other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of this Sublease shall be valid and shall be enforceable to the fullest extent permitted by applicable Legal Requirements and/or Insurance Requirements.

49. ***Prevailing Parties***. In the event of any dispute between Sublandlord and Subtenant in any way related to this Sublease, and whether involving contract and/or tort claims, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and disbursements, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including any appeal and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment (collectively, "***Fees***"). The "prevailing party" shall be determined based upon an independent assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues. Any Fees incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment.

50. ***Exhibits***. This Sublease with its exhibits, schedules and annexes contain the entire agreement between Sublandlord and Subtenant with respect to the subject matter hereof and any executory agreement hereafter made between Sublandlord and Subtenant shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Sublease, in whole or in part, unless such executory agreement is signed by the parties hereto. This Sublease may not be orally waived, terminated, changed or modified.

51. ***Captions***. The captions of Sections are inserted only as a convenience and for reference and they in no way define, limit or describe the scope of this Sublease or the intent of any provision thereof. References to Sections are to those in this Sublease unless otherwise noted. Each of the schedules and exhibits appended to this Sublease is incorporated by reference herein as if set out in full herein. If, and to the extent that, any of the provisions of this Sublease conflict, or are otherwise inconsistent, with any of the schedules and exhibits appended to this Sublease, then, whether or not such inconsistency is expressly noted in this Sublease, the provisions of this Sublease shall (unless a specific provision of this Sublease or of any such schedule or exhibit provides to the contrary) prevail, and any inconsistency with the Rules and Regulations shall be deemed a waiver of such Rules and Regulations with respect to Subtenant to the extent of the inconsistency.

52. ***Conflict or Inconsistency***. In case of any conflict or inconsistency between the provisions of the Main Lease and this Sublease as to the respective rights and obligations of Sublandlord and Subtenant under this Sublease, the provisions of the Sublease shall govern and control as between Sublandlord and Subtenant.

53. ***Counterparts***. This Sublease may be executed in by facsimile signature and any number of counterparts, each of which where so executed and delivered shall be an original, but all of which, taken together, shall constitute one and the same instrument. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

54. ***Execution by Sublandlord***. Notwithstanding anything herein to the contrary, it is to be strictly understood and agreed that the terms and conditions of this Sublease shall not be binding upon either party hereto in any way unless and until it is unconditionally executed and delivered by such party in its respective sole and absolute discretion.

55. ***Intentionally Omitted***.

56. ***Definitions***. All capitalized terms used but not defined herein shall have meanings given thereto in the exhibits attached to this Sublease, including, without limitation, ***Exhibit "G"***.

57. ***Sublandlord's Contribution***.

(a) Subject to the terms and conditions hereinafter set forth, Sublandlord shall contribute an amount ("***Sublandlord's Contribution***") up to the sum of $815,575.00 towards Subtenant's performance of Alterations with respect to the construction and preparation of the Subleased Premises for occupancy thereof by Subtenant. Sublandlord's Contribution shall be disbursed to Subtenant upon Subtenant's request for payment in accordance with and upon satisfaction of the terms, conditions and other disbursement requirements set forth on ***Exhibit "H"*** attached hereto.

(b) Sublandlord's obligation to fund Sublandlord's Contribution shall terminate on the date that is twelve (12) months from the Sublease Commencement Date (the "***Contribution Expiration Date***"). Sublandlord shall have no obligation to make any disbursements with respect to Sublandlord's Contribution for any costs, charges, fees, expenses with respect to any Alterations permitted to be funded by Sublandlord under this **Section 57** which have not been validly requested by Subtenant in accordance with the terms and conditions set forth herein prior to the Contribution Expiration Date.

(c) Notwithstanding anything contained herein or the Main Lease to the contrary, with respect to any Alterations to be made in the Subleased Premises, in no event shall: (i) any portion of Sublandlord's Contribution be used for FF&E Work (as defined in ***Exhibit "G"***) or (ii) more than twenty-five percent (25%) of Sublandlord's Contribution be permitted to fund Soft Costs (as defined in ***Exhibit "G"***).

(d) All the Alterations to be performed by Subtenant hereunder shall at all times be in accordance with and subject to the terms and conditions set forth herein and in Article 13 of the Main Lease, a copy of which is attached hereto as ***Exhibit 13***.

(e) To the extent Subtenant has properly submitted a request for disbursement of any portion of Sublandlord's Contribution and the terms and conditions of this Section 57 and ***Exhibit "H"*** have been satisfied, and Sublandlord shall not have disbursed such amount due to Subtenant in accordance with the provisions of this Section 57 and ***Exhibit "H"***, Tenant may send Landlord a second written notice requesting that Landlord disburse such amount. If, within fifteen (15) days after receipt of the aforementioned notice, Sublandlord does not (i) dispute the disbursement request by written notice to Subtenant, or (ii) disburse the amount of Sublandlord's Contribution identified in Subtenant's second notice, then Subtenant may offset such undisbursed amount against the next monthly installment(s) of Fixed Rent due and payable hereunder.

[Signatures contained on following page]

IN WITNESS WHEREOF, Sublandlord and Subtenant have hereunto executed this Sublease as of the day and year first above written.

SUBLANDLORD:

COVINGTON & BURLING LLP,
a District of Columbia limited liability partnership

By: */s/ Heather G. Haberl*
Name: Heather G. Haberl
Title: Partner

SUBTENANT:

DATADOG, INC., a
a Delaware corporation

By: */s/ Olivier Pomel*
Name: Olivier Pomel
Title: CEO

Exhibit "A":	Subleased Premises
Exhibit "B":	Form of Letter of Credit
Exhibit "C":	Rules and Regulations
Exhibit "D":	Insurance Requirements
Exhibit "E":	Form of Consent to Sublease
Exhibit "F":	Message Center
Exhibit "G":	Additional Definitions
Exhibit "H":	Sublandlord's Contribution Distribution Requirements
Exhibit "I":	Base Building Criteria
Exhibit "J":	Design Guidelines
Exhibit "K":	DUO

Exhibit 4:	Article 4 of the Main Lease
Exhibit 5:	Article 5 of the Main Lease
Exhibit 7:	Article 7 of the Main Lease (Electricity)
Exhibit 8:	Article 8 of the Main Lease
Exhibit 13:	Article 13 of the Main Lease
Exhibit 17–18:	Articles 17 and 18 of the Main Lease
Exhibit 25:	Section 25.01 of the Main Lease
Exhibit 35:	Article 35 of the Main Lease (Condominium Conversion Documents)
Exhibit 42:	Article 42 of the Main Lease

Subsidiaries of Datadog, Inc.

Name	Jurisdiction
Datadog France SAS	France
Madumbo SAS	France
Datadog Holding Limited	Ireland
Focusmatic SAS	France
Datadog Germany GmbH	Germany
Datadog Ireland Limited	Ireland
Datadog Japan GK	Japan
DDog Singapore PTE. LTD.	Singapore

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated June 13, 2019 relating to the consolidated financial statements of Datadog, Inc. and subsidiaries (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the adoption of a new revenue accounting standard) appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the headings “Experts” in such Prospectus.

/s/ Deloitte & Touche LLP

New York, NY

August 23, 2019