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Website Terms of Use

Last updated **OCTOBER 25, 2024** 

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These Terms do not govern the use of the hosted application and infrastructure monitoring service as well as other services (the

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“**Service**”) operated by Datadog. If you are accessing or using the Service – even if you are doing so through a free trial – then you are subject to Datadog’s Master Subscription Agreement (currently available at <https://datadoghq.com/legal/msa>) or such other written contract as may be separately agreed between you and Datadog.

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7. Compliance with Laws

You represent that, in agreeing to, and performing under, these Terms, you are not violating, and will not violate, any governmental laws, rules, regulations or orders that are applicable to your use of the Site ("**Applicable Laws**"). Without limiting the foregoing, you represent that, in connection with your performance under these Terms, you shall: (a) comply with Applicable Laws relating to anti-bribery and anti-corruption, which may include the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010; (b) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("**Export Laws**"), including designating countries, entities and persons ("**Sanctions Targets**"); and (c) not directly or indirectly export, re-export or otherwise deliver any Datadog software, content or services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. You represent that you are not a Sanctions Target or prohibited from receiving Datadog software, content or services

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You are responsible for violations of these Terms by anyone using the Site with your permission or using your account on an unauthorized basis. Your use of the Site to assist another person in an activity that would violate these Terms if performed by you is a violation of these Terms. These Terms applies to anyone accessing or using the Site; however, each provision in these Terms shall be interpreted to apply only to, any action directly or indirectly taken, authorized, facilitated, promoted, encouraged or permitted by a user of the Site, even if such person did not themselves violate the provision.



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13. Employment Opportunities

Datadog may, from time to time, post employment opportunities on the Site and/or invite users to submit resumes to Datadog. If you choose to submit your name, contact information, resume and/or other personal information to Datadog in response to such employment listings, you are authorizing Datadog to use this information for all lawful and legitimate hiring, employment and other business purposes. Datadog also reserves the right, at its discretion, to forward such information to Datadog's affiliates for their legitimate business purposes. Nothing in these Terms or contained on the Site will constitute a promise by Datadog to review any such information, or to contact, interview or employ any individual who submits such information.

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14.1. The Digital Millennium Copyright Act of 1998 (“DMCA”)

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provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that any material residing on or linked to from the Site infringes your copyright, please send (or have your agent send) to Datadog's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit Datadog to locate the material on the Site (such as the URL(s) of the claimed infringing material); (c) information reasonably sufficient to permit Datadog to contact you, including an address, telephone number and, if available, an email address; (d) the following statement: “I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law”; (e) the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am



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authorized to act on behalf of the owner of an exclusive right that is allegedly infringed”; and (f) your physical or electronic signature.

14.2. To file a counter notification with Datadog, please provide the following information to Datadog’s Copyright Agent: (a) a description of the material that Datadog has removed or to which Datadog has disabled access; (b) information reasonably sufficient to permit Datadog to contact you, including an address, telephone number and, if available, an email address, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or the Southern District of New York if your address is outside of the United States), and that you will accept service of process from the person who provided notification of infringement or an agent of such person; (c) the following statement: “I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled”; and (d) your physical or electronic signature.

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14.3. Datadog’s Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, Datadog, Attention: Legal, 620 8th Avenue, 45th Floor, New York, NY 10018. Datadog’s Copyright Agent for notification of claimed infringement can also be reached electronically at: legal@datadoghq.com. Datadog reserves the right to terminate infringers’ and suspected infringers’ access to or use of the Site.

15. U.S. Government Rights

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terms listed above are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

16. Termination and Monitoring

16.1. If you violate these Terms, Datadog may suspend or terminate your use of the Site. Datadog's right to suspend or terminate your use of Site applies even if a breach is committed unintentionally or without your authorization if Datadog believes that suspension or termination is necessary to ensure compliance with Applicable Laws or to protect the rights, safety, privacy, security or property of Datadog, its customers or third parties.

16.2. Datadog reserves the right, but does not assume the obligation, to investigate any violation of these Terms or misuse of the Site. Datadog has the right in its sole discretion to edit, refuse to

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17. Electronic Communications

When you visit the Site or send emails to Datadog, you are communicating with Datadog electronically; and you consent to receive communications from Datadog electronically. Datadog will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that Datadog provides to you electronically satisfy any legal requirement that such communications be in writing.



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18. Modifications

Datadog may modify these Terms at any time by posting a revised version on the Site. By accessing the Site, you agree to the latest version of these Terms.

19. Governing Law

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of New York, without reference to its choice of law principles. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in New York County, New York, USA, and the Parties expressly consent to personal jurisdiction and venue in those courts.

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20. Miscellaneous

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Cloud Infrastructure Entitlement Management

Infrastructure Management

Infrastructure Management

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