

# END USER LICENSE AGREEMENT

This End User License Agreement (the “Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“You”) and Sentry Software S.A.S. (the “Vendor”, “we”, “us”, or “our”), concerning your access to and use of the Vendor’s software integration on the Datadog Marketplace (the “Marketplace”) as well as any other media form related, linked, or otherwise connected thereto (collectively, the “Software”). You agree that by accessing the Software, you have read, understood, and agreed to be bound by all of these terms of use.

## License

Under this Agreement the Vendor grants a non-exclusive and non-transferable license to You to use the Software designated in your subscription plan on the Marketplace.

“Software” includes the executable computer programs, the source code and any related printed, electronic, and online documentation and any other files that may accompany the product. “Software” also includes any configuration files generated by the product, including but not limited to YAML configuration, Datadog Dashboard JSON configurations and Datadog Monitor JSON configurations.

Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights of the Software.

The rights and obligations of this Agreement are personal rights granted to You only. You may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. You may not make available the Software for use by one or more third parties.

The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

## Trial Period

You agree to use the Software for a free trial period of 14 days (the “Trial Period”). Once the Trial Period is over, you agree either to immediately stop using the Software and any files that have been generated using the Software, or to be billed by Datadog for the use of the Software.

If you choose to stop using the Software, you agree to not copy or clone or manipulate any of the files generated by the Software for use after the Trial Period has expired.

## Billing

You agree to pay to Datadog the amount billed for the usage of the Software after the Trial Period has expired, according to the pricing displayed on the Marketplace.

Failing to comply with any of the above clauses will result in the Vendor seeking damages against you, and the company you are associated with. This includes, but is not limited to, any corporation, enterprise, LLC, incorporated company, or any other form of company at which the Software has been used in any capacity.

## Limitation of Liability

The Software is provided by you and accepted "as is". With the exception of violations involving Confidential Information and amounts owed under a party's obligation to Indemnify, neither party's total liability to the other will exceed the annual amount that is billed to You for the use of the Software.

The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by you arising out of the use or failure to use the Software.

The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements you may have. The Vendor reserves the right to delete all code, functionality, and configuration files that may have been generated by the software on the Licensee's hosts and Datadog instance.

The Vendor does not warrant that use of the Software will be uninterrupted or error-free.

You accept that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

## Warranties and Representations

By using the Software, You represent and warrant that:

- All registration information you submit will be true, accurate, current, and complete
- You will maintain the accuracy of such information and promptly update such registration information as necessary
- You have the legal capacity and you agree to comply with the terms of this Agreement
- You are not a minor in the jurisdiction in which you reside
- You will not use the Software for any illegal or unauthorized purpose
- Your use of the Software will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, the Vendor has the right to suspend or terminate your account and refuse any and all current or future use of the Software (or any portion thereof).

## Acceptance

All terms, conditions and obligations of this Agreement will be deemed to be accepted by You upon acceptance of this Agreement.

## Technical Support

Technical support services are provided to You through the Sentry Desk. This Agreement grants personal access to You to Sentry Desk. The use of Sentry Desk services is subject to separate Terms and Conditions, published on the Vendor's Web site:

<https://sentrysoftware.com/desk>.

## Term and Termination

These Terms of Use shall remain in full force and effect while you use the Software. You can cancel your subscription at any time by contacting the Vendor or the Marketplace. Your cancellation will take effect at the end of the current paid term.

This Agreement will be terminated, and the License forfeited if you have failed to comply with any of the terms of this Agreement or in breach of this Agreement. On termination of this Agreement for any reason, you will promptly destroy the Software or return the Software to the Vendor.

Without limiting any other provision of these terms of use, the Vendor reserves the right to, in its sole discretion and without notice or liability, deny access to and use of the Software (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in this Agreement or of any applicable law or regulation. The Vendor may terminate your use or participation in the Software or delete your account and any content or information that You posted at any time, without warning, in our sole discretion.

## Force Majeure

Except for payment obligations, neither party hereto will be liable for defaults or delays due to acts or demands of any government or governmental agency, fires, earthquakes, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

## Additional Clauses

This Agreement can only be modified in writing signed by both the Vendor and You.

This Agreement does not create or imply any relationship in agency or partnership between the Vendor and You.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice

versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender and the feminine gender and vice versa.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

## Governing Law

This Agreement shall be governed by and construed under the laws of France, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving Nanterre, France. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. End User will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Product Offering, Documentation, Support and Maintenance and Professional Services.

## Notices

Notices to the Vendor under this Agreement must be sent to [legal@sentrysoftware.com](mailto:legal@sentrysoftware.com).

Mailing Address: Sentry Software S.A.S, 4 place de la Defense 92800 Puteaux, France

A notice will be deemed to have been given three business days after mailing, if delivered by registered mail, or two business day after sending, if sent by email.

## Updates

Supplemental terms and conditions or documents that may be posted on the Marketplace from time to time are hereby expressly incorporated herein by reference. The Vendor reserves the right, in its sole discretion, to make changes or modifications to this Agreement at any time and for any reason. The Vendor will alert you about any changes by updating the "Last updated" date of this Agreement, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review this Agreement to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Agreement by your continued use of the Software after the date such revised Agreement is posted.

Last Updated: 2021-12-06