

# Legal

## Software License Agreement

By entering this license agreement, you are accepting the following terms on your behalf, and on behalf of the company you are currently employed by. For the remainder of this agreement, you will be held liable for yourself, and you agree to be a representative on behalf of your current employer, hereby known as the "Licensee". This agreement is hereby entered by the Licensee and the "Vendor", RapDev LLC of 6 Liberty Sq PMB445, Boston, MA, 02109

### BACKGROUND:

The Vendor wishes to license computer software to the Licensee and the Licensee desires to use the software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### License

1. Under this Agreement the Vendor grants to the Licensee a non-exclusive and non-transferable license (the "License") to use any RapDev software hosted on Datadog marketplace (the "Software").
2. "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 by not limited to YAML configuration, SNMP templates, Datadog Dashboard JSON configurations, Datadog Monitor JSON configurations.
3. 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 to the Software.

4. This Agreement grants a site license to the Licensee. The Software may be loaded onto a maximum of one (1) computer, and may monitor up to a maximum of five (5) devices as part of the free trial of fourteen (14) days.
5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

## Limitation of Liability

8. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price 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 the Licensee arising out of the use or failure to use the Software.
9. 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 of the Licensee. The Vendor reserves the right delete all code, functionality, and configuration files that may have been generated by the software on the Licensee's hosts and Datadog instance.
10. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

## Warrants and Representations

11. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

## Acceptance

12. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon acceptance of this Agreement.

## User Support

13. User support is provided as part of this agreement by emailing [integrations@rapdev.io](mailto:integrations@rapdev.io)

## Term

14. The term of this Agreement will begin on Acceptance and is perpetual.

## Termination

15. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

## Force Majeure

16. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

## Additional Clauses

17. The Licensee is agreeing to use this software is a free trial for 14 days. Once the 14 day period is over, the user agrees to immediately stop using this software or any files that have been generated using this software.
18. The Licensee agrees, after the end of this 14 day trial, to immediately destroy any files that have been created using this software to be consumed by the Datadog agent or any other purposes.
19. The Licensee agrees to not copy or clone or manipulate any of the files generated by this software for use after the trial has expired.
20. The Licensee agrees to contact RapDev LLC Sales team, by email, phone, or website chat, in order to purchase licensing to continue using this product after the 14 day trial has expired, or by agreeing to pay for the product using the existing Datadog billing agreement.
21. Failing to comply with any of the above clauses will result in RapDev LLC seeking damages against the end user, and the company they are associated with. This

includes, but is not limited to, any corporation, enterprise, LLC, incorporated company, or any other form of company to which this software has been used in any capacity.

## Governing Law

22. The Parties to this Agreement submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Commonwealth of Massachusetts.

## Miscellaneous

23. This Agreement can only be modified in writing signed by both the Vendor.
24. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
25. 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 neuter gender include the masculine gender and the feminine gender and vice versa.
26. 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.
27. 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.
28. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

## Notices

29. All notices to the parties under this Agreement are to be provided at the following addresses, or at such addresses as may be later provided in writing:

RapDev LLC

6 Liberty Sq PMB445  
Boston, MA  
02109