

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2020

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-39051

Datadog, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
620 8th Avenue, 45th Floor
New York, NY
(Address of principal executive offices)

27-2825503
(I.R.S. Employer
Identification No.)

10018
(Zip Code)

Registrant's telephone number, including area code: (866) 329-4466

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.00001 per share	DDOG	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, based on the closing price of the registrant's shares of Class A common stock as reported by The Nasdaq Global Select Market on June 30, 2020 was approximately \$26.28 billion.

As of February 15, 2021, there were 221,583,813 shares of the registrant's Class A common stock and 84,907,962 shares of the registrant's Class B common stock, each with a par value of \$0.00001 per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Proxy Statement for its 2021 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K to the extent stated herein. Such Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended December 31, 2020.

DATADOG, INC.
2020 ANNUAL REPORT ON FORM 10-K
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RISK FACTORS SUMMARY

Our operations and financial results and an investment in our Class A common stock are subject to various risks and uncertainties, the most significant of which are summarized below. You should consider carefully the summary below and the risks and uncertainties described in the “Risk Factors” section of this Annual Report on Form 10-K, as well as the other information contained in this Annual Report on Form 10-K, including our consolidated financial statements and related notes. The risks and uncertainties described below and in “Risk Factors” are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business. If any of such risks or others not specified below or in “Risk Factors” materialize, our business, financial condition and results of operations could be materially and adversely affected. In that case, the trading price of our Class A common stock could decline.

- The ongoing COVID-19 pandemic and any related economic downturn could negatively impact our business, financial condition and results of operations.
- 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 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.
- 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.
- Our business depends on our existing customers purchasing additional subscriptions and products from us and renewing their subscriptions. If our customers do not renew or expand their subscriptions with us, our future operating results would be harmed.
- 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, or are unable to protect against cyber attacks, ransomware, security incidents, or security breaches, or if unauthorized parties otherwise obtain access to our customers’ data, our data, or our platform, then 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 or additional expenses.
- Interruptions or performance problems associated with our products and platform capabilities may adversely affect our business, financial condition and results of operations.
- 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.
- 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.
- The dual class structure of our common stock has the effect of concentrating voting control with holders of our Class B common stock, including our executive officers, directors and their affiliates, which will limit the ability of holders of our Class A common stock to influence the outcome of important transactions.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K 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 Annual Report on Form 10-K 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;
- the impact of the COVID-19 pandemic and responses thereto on our business, financial condition and results of operations;
- 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. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in under the header “Risk Factors” and elsewhere in this Annual Report on Form 10-K. 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 herein. 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.

The forward-looking statements made in this Annual Report on Form 10-K relate only to events as of the date on which the statements are made, and we undertake no obligation to update them to reflect events or circumstances after the date of this Annual Report on Form 10-K or to reflect new information or the occurrence of unanticipated events, except as required by law.

Unless the context otherwise indicates, references in this report to the terms “Datadog”, “the Company”, “we,” “our” and “us” refer to Datadog, Inc. and its subsidiaries.

“Datadog” and other trade names and trademarks of ours appearing in this report are our property. This report contains trade names and trademarks of other companies, which are the property of their respective owners. We do not intend our use or display of other companies’ trade names or trademarks to imply an endorsement or sponsorship of us by such companies, or any relationship with any of these companies.

We may announce material business and financial information to our investors using our investor relations website (www.investors.datadoghq.com). We therefore encourage investors and others interested in Datadog to review the information that we make available on our website, in addition to following our filings with the Securities and Exchange Commission, or the SEC, webcasts, press releases and conference calls.

MARKET, INDUSTRY AND OTHER DATA

The statistical data, estimates and forecasts referenced throughout this Annual Report on Form 10-K are based on independent industry publications or other publicly available information, as well as 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" and "Special Note Regarding Forward-Looking Statements," that could cause results to differ materially from those expressed in these publications and other publicly available information.

The Gartner content referenced herein (the "Gartner Content") represents research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. ("Gartner"), and are not representations of fact. The Gartner Content speaks as of its original publication date (and not as of the date of this Annual Report on Form 10-K) and the opinions expressed in the Gartner Content are subject to change without notice.

Item 1. 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, log management and security monitoring 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 Application Performance Monitoring, or 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 Network Performance Monitoring. In 2020, we extended into security with the launch of Security Monitoring to detect threats in real time, as well as launched Continuous Profiler and Incident Management to enhance workflows and collaboration as incidents occur. 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 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 \$44 billion opportunity in 2024. 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 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 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 processes 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.
- **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 400 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 tens of 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

Organizations of all sizes, in all industries, both private and public, purchase our products for a variety of use cases. As of December 31, 2020, we had approximately 14,200 customers in over 100 countries. 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. The reduction in mean time to detection and mean time to resolution helps our customers avoid lost revenues and enhance customer experience.
- **Improve agility of development, operations, security 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 and DevSecOps. Our platform enables development, operations and security 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.
- **Enable operational efficiency.** Our solution is easy to install, which eliminates the need for heavy implementation costs and professional services. We have hundreds of 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. 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 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 14,200 customers as of December 31, 2020 represents a significant opportunity for further sales expansion. 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.** 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, in 2019 we launched User Experience Monitoring and Network Performance Monitoring, and in 2020 we launched Security Monitoring, Continuous Profiler and Incident Management.
- **Expand our customer base internationally.** We believe there is a significant opportunity to continue 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.

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, network performance monitoring, security monitoring, and incident management 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 tens of 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. Users are able to more quickly assess and resolve their issues without having to toggle between multiple products.
- **Robust, Deep Data Set.** Our client-side collection technology 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.
- **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.
- **One Data Model.** 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.
- **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 and power faster troubleshooting.
- **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.
- **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.
- **400+ Fully Supported Integrations.** We offer more than 400 out-of-the-box integrations including public cloud, private cloud, on-premise hardware, databases and third-party software.
- **Automated Alerts.** We offer sophisticated real time alerting capabilities in the platform that detects issues, alerts users, and integrates with their service management systems.

Our platform consists of the following products that can be used individually or as a unified solution and includes a Marketplace where customers can access products built by our partners on top of the Datadog platform. Our products include:

- **Infrastructure Monitoring.** Our infrastructure monitoring platform provides real-time monitoring of IT infrastructure across public cloud, private cloud and hybrid environments, as well as in containers and serverless architectures, 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.
- **Application Performance Monitoring (APM).** APM provides 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.
- **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. Logging Without Limits™ decouples the cost of log ingestion from processing, allowing customers to cost effectively collect a massive volume of logs and selectively process those they need to monitor.

- **User Experience Monitoring.** User experience monitoring brings visibility up the stack to monitor the digital experience of the customer and is comprised of two products – **Synthetics** and **Real User Monitoring**, or RUM. Synthetics provides user-experience monitoring of applications and API endpoints via simulated AI-powered user requests to track application performance and ensure uptime. RUM provides analysis and visualization of the performance of front-end applications as experienced by all actual users.
- **Network Performance Monitoring.** Network Performance Monitoring, or NPM, enables the analysis and visualization of the flow of network traffic in cloud-based or hybrid environments. It is very lightweight, allowing customers to monitor the flow of network traffic without sacrificing performance. Additionally, our NPM offers monitoring of network hardware, such as routers, switches, and firewalls. NPM allows the mapping of full-stack dependencies, and is fully integrated with the Datadog platform.
- **Security Monitoring.** Security monitoring allows customers to detect threats in real time and investigate security signals across metrics, traces, and logs. It provides the full engineering organization, including Dev, Ops, and security teams, visibility into common data sources, in order to better operationalize IT security. Complementing our generally available Security Monitoring, Compliance Monitoring is currently available in beta to proactively notify misconfigurations and compliance drift, and runtime security is also available in beta to detect threats at the infrastructure and workload level.
- **Incident Management.** Incident management allows users to declare incidents, investigate root cause and dependencies, collaborate around a shared view of the incident, follow to resolution, and auto-generate post-mortem documentations, all within the Datadog platform.
- **Continuous Profiler.** Continuous profiler measures code level performance in any environment through an always-on, and low overhead solution. This allows customers to quickly identify and optimize the most resource-consuming parts in application code in order to improve mean time to resolution, enhance user experience and reduce cloud provider cost.

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, system integrators, referral partners and managed service providers. Each of these teams is further split regionally for geographic coverage across the Americas, Asia-Pacific, or APAC, and Europe, the Middle East and Africa, or EMEA, regions. 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 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. We also host and present at regional, national, global and virtual events to engage both customers and prospects, deliver product training, share best practices and foster community.

As of December 31, 2020, we had 1,085 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 research and development investments seek 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, product management, development and site reliability engineering teams. As of December 31, 2020, we had 927 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 Broadcom.
- 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 Web Services, or AWS, Google Cloud Platform, or GCP, and Microsoft 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.

Human Capital Management

Headcount

As of December 31, 2020, we had 2,185 employees operating across 28 countries. Approximately 37% of our full-time employees as of that date were located outside of the United States, 42% of whom were located in France. In 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.

Culture and Engagement

All of us at Datadog are driven by the desire to deliver a product that our customers love. In order to do that, we strive to create a culture that our employees love; one that promotes a healthy work-life balance, career growth, low drama, and a friendly office culture with plenty of fun (virtual) activities to ensure our teams remain close in these unprecedented times. To make sure our culture remains positive and strong, we conduct global engagement surveys periodically to gain a better understanding of what is important to our employees. The areas in which we are most successful include the transparency and accessibility of our leadership, support for employees during COVID-19, the strength of our product offerings, and opportunities for employee growth and development.

Training and Development

Datadog fosters a strong learning culture offering individual- and team-specific training on an ongoing basis, as well as a wide range of learning programs delivered by our global Talent Development team. We also provide robust manager training that shares effective tools and frameworks around recruiting, managing, and developing team members.

We continually invest in our employees' career growth and provide employees with a wide range of development opportunities, including face-to-face, virtual, social, and self-directed learning, mentoring, coaching, and external development.

Compensation and Benefits

We offer industry competitive wages and benefits and are committed to maintaining a workplace environment that promotes employee productivity and satisfaction. We believe our employees should have the support they need to maintain a strong work/life balance, grow personally and professionally, and save for their future. While the philosophy around our benefits is the same worldwide, specific benefits vary regionally due to local regulations and preferences.

Diversity and Inclusion

At Datadog, diversity means making a conscious effort to reflect the many experiences and identities of the world outside, while treating each other with fairness and without bias. Inclusion is the choice we make every day to foster an environment where people of all backgrounds not only belong but excel, so that together, as a company, we can succeed.

Datadog strives for an inclusive community, both inside and out of the office. Internally, we offer training for employees around unconscious bias, and other diversity and inclusion-related topics designed to create a culture of belonging.

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 December 31, 2020, we own one issued patent and six patent applications pending for examination in the United States, five pending PCT applications, and no foreign 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 December 31, 2020, we own four registered trademarks in the United States and twenty-nine 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.

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 Annual Report on Form 10-K, and you should not consider information on our website to be part of this Annual Report on Form 10-K.

Available Information

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, are filed with the SEC. Such reports and other information filed by us with the SEC are available free of charge on our website at www.investors.datadoghq.com when such reports are available on the SEC’s website. The SEC maintains an internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at www.sec.gov. The information contained on the websites referenced in this Annual Report on Form 10-K is not incorporated by reference into this filing. Further, our references to website URLs are intended to be inactive textual references only.

Item 1A. Risk Factors

Our operations and financial results are subject to various risks and uncertainties including those described below. You should consider carefully the risks and uncertainties described below, in addition to other information contained in this Annual Report on Form 10-K, including our consolidated financial statements and related notes. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business. If any of the following risks or others not specified below materialize, our business, financial condition and results of operations could be materially and adversely affected. In that case, the trading price of our Class A common stock could decline.

Risks Related to the “COVID-19” Pandemic

The ongoing COVID-19 pandemic and any related economic downturn could negatively impact our business, financial condition and results of operations.

The ongoing COVID-19 pandemic may prevent us or our employees, customers, partners, suppliers or vendors or other parties with whom we do business from conducting certain marketing and other business activities for an indefinite period of time, which could adversely impact our business, financial position and results of operations. Further, in response to the COVID-19 pandemic, many state, local and foreign governments have put in place, and others in the future may put in place, quarantines, executive orders, shelter-in-place orders and similar government orders and restrictions in order to control the spread of the disease. Such orders or restrictions, or the perception that such orders or restrictions could occur or reoccur, have resulted in business closures, work stoppages, slowdowns and delays, work-from-home policies, travel restrictions and cancellation of events, among other effects that could negatively impact productivity and disrupt our operations or those of our customers, partners, suppliers or vendors or other parties with whom we do business.

In light of the uncertain and rapidly evolving situation relating to the spread of COVID-19 and in compliance with recent shelter-in-place orders and other government executive orders directing that all non-essential businesses close their physical operations, we have taken measures intended to help minimize the risk of the virus to our employees and the communities in which we participate. These measures include temporarily suspending all non-essential travel worldwide for our employees, canceling, postponing or holding virtually any Datadog events and discouraging employee attendance at any industry events or in-person work-related meetings. In addition, although we have recently and may continue to selectively reopen certain of our offices in compliance with applicable government orders and guidelines, the vast majority of our employees continue to work remotely. We have a distributed workforce and our employees are accustomed to working remotely and working with others who are working remotely. However, the temporary suspension of travel and in-person meetings could negatively impact our marketing efforts, the length or variability of our sales cycles, our international expansion efforts or the length of our average recruiting cycle for employees across the organization. Further, operational or other challenges could arise as we and our customers, partners, suppliers and vendors and other parties with whom we do business continue to operate via a remote workforce. In addition, our management team has, and will likely continue, to spend significant time, attention and resources monitoring the COVID-19 pandemic and seeking to manage its effects on our business and workforce.

COVID-19 could also adversely affect workforces, economies and financial markets globally, potentially leading to an economic downturn and a reduction in customer spending on our solutions or an inability for our customers, partners, suppliers or vendors or other parties with whom we do business to meet their contractual obligations. While it is not possible at this time to predict the duration and extent of the impact that COVID-19 could have on worldwide economic activity and our business in particular, the continued spread of COVID-19 and the measures taken by governments, businesses and other organizations in response to COVID-19 could adversely impact our business, financial condition and results of operations. For example, during the second quarter of 2020, we experienced some impact to the rate of usage growth from our existing customers. In addition, we have provided and may continue to provide guidance about our business and future operating results, which is based on certain assumptions, estimates and expectations as of the date such guidance is given. Guidance is necessarily speculative in nature, and is inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control, such as the global economic uncertainty and financial market conditions caused by the COVID-19 pandemic. If we were to revise or fail to meet our announced guidance or expectations of analysts as a result of these factors, the price of our Class A common stock could be negatively affected. Moreover, to the extent the COVID-19 pandemic adversely affects our business, financial condition and results of operations, it may also have the effect of heightening many of the other risks described in this “Risk Factors” section, including but not limited to, those related to our ability expand within our existing customer base, acquire new customers, develop and expand our sales and marketing capabilities and expand internationally.

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 unfavorable changes in our industry or the global economy on us or our customers and potential customers. Unfavorable conditions in the economy both in the United States and abroad, including conditions resulting from changes in gross domestic product growth in the United States or abroad, financial and credit market fluctuations, international trade relations, political turmoil, natural catastrophes, outbreaks of contagious diseases (such as the ongoing COVID-19 pandemic), warfare and terrorist attacks on the United States, Europe, the Asia Pacific region or elsewhere, could cause a decrease in business investments, including spending on information technology, disrupt the timing and cadence of key industry events, and negatively affect the growth of our business and our results of operations. For example, these types of unfavorable conditions could disrupt the timing of and attendance at key industry events, which we rely upon in part to generate sales of our products. If those events are disrupted, our marketing investments, sales pipeline and ability to generate new customers and sales of our products could be negatively and adversely affected. In addition, our 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 and may be less dependent on key industry events to generate sales for their products. 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 how any such event may impact our business.

Risks Associated with our Growth

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 \$603.5 million, \$362.8 million and \$198.1 million for the years ended December 31, 2020, 2019 and 2018, 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 generated net losses of \$(24.5) million, \$(16.7) million and \$(10.8) million for the years ended December 31, 2020, 2019 and 2018, respectively. As of December 31, 2020, we had an accumulated deficit of \$148.2 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 herein. 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.

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 and debt 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. 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.

Strategic and Operational Risks

Our business depends on our existing customers purchasing additional subscriptions and products from us and renewing their subscriptions. If our customers do not renew or expand their subscriptions with us, our future operating results would be harmed.

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. Whether our customers renew or expand their subscriptions with us may be impacted by 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, including due to the global economic uncertainty and financial market conditions caused by the COVID-19 pandemic, or reductions in our customers' spending on IT solutions or their spending levels generally. In addition, the factors impacting our ability to sell additional subscriptions and products to our customers may be exacerbated by the COVID-19 pandemic. 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, or are unable to protect against cyber attacks, ransomware, security incidents, or security breaches, or if unauthorized parties otherwise obtain access to our customers' data, our data, or our platform, then 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 or additional expenses.

We collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of and share personal information, confidential information and other information necessary to provide our service, to operate our business, for legal and marketing purposes, and for other business-related purposes. We may use third-party service providers and sub-processors to help us deliver services to our customers. These vendors may store or process personal information on our behalf

Our platform and products involve the storage and transmission of data, including personal information, and security breaches or unauthorized access to our platform and products, or those of our third-party service providers, 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 following this event, we reset customer passwords and instructed customers to revoke credentials that had been shared with us. In addition, our employees are temporarily working remotely

due to the COVID-19 pandemic, which may pose additional data security risks (including, for example, an increase in phishing and spam emails experienced during 2020).

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, employee mistakes or malfeasance, 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 personal 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 personal, 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 designed 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 many different security vulnerabilities exist and exploits of such vulnerabilities continue to evolve, we may be unable to anticipate attempted security breaches, react in a timely manner or implement adequate preventative measures. Among other things, our applications, systems, networks, software and physical facilities could be breached, or the personal or confidential information that we store could be otherwise compromised due to employee error or malfeasance, if, for example, third parties fraudulently induce our employees or our members to disclose information or user names and/or passwords, or otherwise compromise the security of our networks, systems and/or physical facilities. Additionally, employees or service providers may inadvertently misconfigure resources or misdirect certain communications that lead to security incidents for which we must then expend effort and incur expenses to correct.

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, systems and services 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.

We may have contractual and other legal obligations to notify relevant stakeholders of security incidents. For instance, most jurisdictions have enacted laws, such as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), requiring companies to notify individuals, regulatory authorities, and others of security breaches involving certain types of data. Such mandatory contractual and legal disclosures are costly, could lead to negative publicity, may cause our customers to lose confidence in the effectiveness of our security measures and require us to expend significant capital and other resources to respond to and/or alleviate problems caused by the actual or perceived security breach, and any failure to provide appropriate notice may violate the terms of our customer contracts. Our contracts, our representations, or industry standards, may require us to use industry-standard or reasonable measures to safeguard sensitive personal information or confidential information. A security breach could lead to claims by our customers, or other relevant stakeholders that we have failed to comply with such legal or contractual obligations. As a result, we could be subject to legal action or our customers could end their relationships with us. Further, there can be no assurance that any limitations of liability in our contracts would be enforceable or adequate or would otherwise protect us from liabilities or damages.

The costs to respond to a security breach and/or mitigate any security vulnerabilities that may be identified could be significant, our efforts to address these problems may not be successful, and these problems could result in unexpected interruptions, delays, cessation of service, negative publicity, and other harm to our business and our competitive position. We could be required to

fundamentally change our business activities and practices in response to a security breach or related regulatory actions or litigation, which could have an adverse effect on our business.

Additionally, we cannot be certain that our insurance coverage will be adequate for fines, judgments, settlements, penalties, costs, attorney fees and other impacts that arise out of privacy or security incidents or breaches. If the impacts of a privacy or security incident or breach, or the successful assertion of one or more large claims against us that exceeds our available insurance coverage, or results in changes to our insurance policies (including premium increases or the imposition of large deductible or co-insurance requirements), it could have an adverse effect on our business. In addition, we cannot be sure that our existing insurance coverage, cyber coverage and coverage for errors and omissions will continue to be available on acceptable terms or that our insurers 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. Our risks are likely to increase as we continue to expand, grow our customer base, and process, store, and transmit increasingly large amounts of proprietary and sensitive data.

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.

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 or, 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, outbreaks of contagious diseases, 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 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, including those related to the ongoing COVID-19 pandemic;
- 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. For example, the full impact of the COVID-19 pandemic is unknown at this time, but could result in adverse changes in our results of operations for an unknown period of time as the virus and its related social and economic impacts spread. 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. 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.

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. 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.

Macroeconomic and Industry Risks

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 400 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 AWS, GCP and 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.

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.

Legal and Regulatory Risks

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.

We and our third-party service providers are subject to stringent and changing laws, regulations and standards, and contractual obligations related to data privacy and security. Actual or perceived failure by us or our third-party service providers to comply with such laws, regulations, standards, or contractual obligations could harm our business.

We have legal and contractual obligations regarding the protection of confidentiality and appropriate use of personal information, confidential information, and other proprietary information. We are subject to a variety of federal, state, local and international laws, directives, and regulations, and industry standards, relating to the collection, use, retention, security, disclosure, transfer and other processing of personal 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.

Internationally, nearly every jurisdiction in which we operate has established its own data security and privacy legal framework with which we, our third-party service providers, or our customers must comply. The data protection landscape is currently unstable, resulting in possible significant operational costs for internal compliance and risk to our business. The European Economic Area, or EEA, Switzerland and the United Kingdom, collectively “Europe,” adopted the General Data Protection Regulation, or GDPR, which contains numerous requirements and changes from previously existing law, including more robust obligations on data processors and heavier documentation requirements for data protection compliance programs by companies.

In addition, European data protection laws including the GDPR also generally prohibit the transfer of personal information from Europe to the United States and most other countries unless the parties to the transfer have established a legal basis for the transfer and implemented specific safeguards to protect the transferred personal information. One of the primary mechanisms allowing U.S. companies to import personal information from Europe in compliance with the GDPR has been certification to the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield frameworks administered by the U.S. Department of Commerce. However, the Court of Justice of the European Union, in its recent “Schrems II” ruling, invalidated the EU-U.S. Privacy Shield framework. The Swiss Federal Data Protection and Information Commissioner also recently opined that the Swiss-U.S. Privacy Shield is inadequate for transfers of data from Switzerland to the United States. Authorities in the United Kingdom may similarly invalidate use of the EU-U.S. Privacy Shield as mechanisms for lawful personal information transfers from the U.K. to the United States. Inability to import personal information from Europe to the United States may decrease demand for our products and services as our customers that are subject to the GDPR may seek alternatives that do not involve personal information transfers out of Europe.

The Schrems II decision also raised questions about whether one of the primary alternatives to the EU-U.S. Privacy Shield, namely, the European Commission’s Standard Contractual Clauses, or “SCCs,” can lawfully be used for personal information transfers from Europe to the United States or most other countries. At present, there are few, if any, viable alternatives to the SCCs. The European Commission recently proposed updates to the SCCs, and additional regulatory guidance has been released that seeks to impose additional obligations on companies seeking to rely on the SCCs. As such, any transfers by us or our third-party service providers of personal information from Europe pursuant to SCCs may not comply with European data protection law, may increase our exposure to the GDPR’s heightened sanctions for violations of its cross-border data transfer restrictions, and may result in lower sales on our platform because of difficulty of establishing a lawful basis for personal information transfers out of Europe. While we have taken steps to mitigate the impact on us with respect to transfers of data, such as implementing SCCs, the efficacy and longevity of these transfer mechanisms remains uncertain. Moreover, as a result of the Schrems II decision, data exporters may now have an obligation to assess, analyze and verify on a case-by-case basis that personal information will be adequately protected in the country to which it is being exported, which increases the difficulty of selling to European customers and may lead to longer sales cycles.

Further, the United Kingdom’s decision to leave the European Union, often referred to as Brexit, has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, it is unclear whether the transfer of personal information from the EU to the United Kingdom will in the future remain lawful under the GDPR. The United Kingdom-EU post-Brexit trade deal provides that transfers of personal information to the United Kingdom will not be treated as restricted transfers to a non-EU country for a period of up to six months from January 1, 2021. However, unless the EU Commission makes an “adequacy finding” with respect to the United Kingdom before the end of that transition period, from that date the United Kingdom will be a “third country” under the GDPR and transfers of personal information from the EU to the United Kingdom will require an “adequacy mechanism,” such as the SCCs.

In addition to the GDPR, the European Commission has another draft regulation in the approval process, known as the Regulation on Privacy and Electronic Communications, or ePrivacy Regulation, that would replace the current ePrivacy Directive. Originally planned to be adopted and implemented at the same time as the GDPR, the ePrivacy Regulation continues to be delayed. 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 may negatively impact our platform and products and our relationships with our customers. Following Brexit, it is unclear whether, and if so how, the United Kingdom will introduce any or all of the ePrivacy Regulation into law in the United Kingdom.

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 EEA to maintain certain customer data (which may include personal data) originating from the EEA, we may find it necessary to establish additional systems and processes to maintain such data in the EEA, which may involve substantial expense and distraction from other aspects of our business.

Additionally, other countries outside of Europe have enacted or are considering enacting similar cross-border data transfer restrictions and laws requiring local data residency, and strict limitations to the processing of personal information, which could increase the cost and complexity of delivering our services and operating our business. In the past year, for example, Brazil enacted the General Data Protection Law, New Zealand enacted the New Zealand Privacy Act, China released its draft Personal Information Protection Law, and Canada introduced the Digital Charter Implementation Act.

Domestic laws in this area are also complex and developing rapidly. In the United States, rules and regulations governing data privacy and security include those promulgated under the authority of the Federal Trade Commission Act, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the California Consumer Privacy Act, or CCPA, and other state and federal laws relating to privacy and data security. 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 personal 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.

The CCPA, which became effective on January 1, 2020, gives California residents expanded rights to access and delete their personal information, opt out of the sale of personal information, and receive detailed information about how their personal information is used. The CCPA provides a private right of action and statutory damages for data breaches and may increase our compliance costs and potential liability with respect to other personal information we collect about California residents. In addition, the California Privacy Rights Act, or the CPRA, which amends the CCPA, was approved by California voters on November 3, 2020 and is scheduled to go into effect on January 1, 2023. The CPRA would, among other things, amend the CCPA to give California residents the ability to limit the use of their sensitive information, provide additional penalties for CPRA violations concerning California residents under the age of 16, and establish a new California Privacy Protection Agency to implement and enforce the law. Both the CCPA and CPRA could impact our business activities depending on how they are interpreted. These laws exemplify the vulnerability of our business not only to security incidents but also to the evolving regulatory environment related to personal information and protected health information. Some observers have noted that the CCPA and CPRA 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, the results of our operations, and our financial condition.

Because the interpretation and application of many privacy and data protection laws and regulations, along with contractually imposed industry standards, are uncertain, it is possible that they 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, or contractual obligations, 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 contractual obligations 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 these changing laws, regulations, and contractual obligations, our business may be harmed.

We publicly post our policies and other documentation regarding our practices concerning the collection, processing, use, transfer, 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 policies 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 third-party service providers or other parties with whom we do business to comply with our policies or other documentation could result in proceedings against us by governmental entities, private parties or others. We are or may also be subject to the terms of our external and internal privacy and security policies, codes, representations, certifications, industry standards, publications and frameworks and contractual obligations to third parties related to privacy, information security, including contractual obligations to indemnify and hold harmless third parties from the costs or consequences of non-compliance with data protection laws or other obligations.

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. 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 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 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, 2020, we had NOL carryforwards for federal and state income tax purposes of approximately \$263.2 million and \$177.5 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 2028 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 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 sheets, 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, the SEC and various bodies formed to promulgate and interpret applicable 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. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as described in Note 2 in the Notes to Consolidated Financial Statements included in “Part II, Item 8. Financial Statements and Supplementary Data” of this Annual Report on Form 10-K. 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, 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.

Risks Related to Intellectual Property

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.

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.

Risks Associated with our International Operations

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. Revenue, as determined based on the billing address of our customers, from regions outside of North America was 25% for the year ended December 31, 2020. Beyond North America, we now have sales presence internationally, including in Dublin, Paris, London, Singapore, Tokyo, Seoul, Sydney and Amsterdam. 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 December 31, 2020, approximately 37% of our full-time employees were located outside of the United States, 42% 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;
- 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;
- an outbreak of a contagious disease, which may cause us or our third-party providers and/or customers to temporarily suspend our or their respective operations in the affected city or country;
- 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.

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.

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, including those related to the ongoing COVID-19 pandemic, may also negatively impact the market price of our Class A common stock. The full impact of the COVID-19 pandemic is unknown at this time, but could result in material adverse changes in our results of operations for an unknown period of time as the virus and its related political, social and economic impacts spread. 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 has the effect of concentrating voting control with holders of our Class B common stock, including our executive officers, directors and their affiliates, which will limit the ability of holders of our Class A common stock to influence the outcome of important transactions.

Our Class B common stock has ten votes per share and our Class A common stock has one vote per share. As of December 31, 2020, our outstanding shares of Class B common stock represented approximately 80% of the voting power of our outstanding capital stock. As a result, the holders of our Class B common stock, which includes our directors, executive officers and their affiliates, 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 holders of our Class A common stock or that may not be aligned with the interests of holders of our Class A common stock. 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.

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 initial public offering, or 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.

An active public trading market for our Class A common stock may not develop or be sustained.

Prior to the closing of our IPO in September 2019, no public market for our Class A common stock existed. An active public trading market for our Class A common stock may not continue to develop or, if further developed, it may not be sustained. The lack of an active market may impair the ability of holders of our Class A common stock to sell their shares at the time they wish to sell them or at a price that the holders of our Class A common stock consider reasonable. The lack of an active market may also reduce the fair value of shares of our Class A common stock. 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.

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, 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 stockholders who held our capital stock prior to the completion of our IPO have substantial unrecognized gains on the value of the equity they hold based upon the price at which shares were sold in our IPO, 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.

We have registered all of the shares of Class A common stock and Class B 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. The shares of Class A common stock and Class B common stock will become eligible for sale in the public market to the extent such options are exercised, subject to compliance with applicable securities laws.

Further, as of December 31, 2020, holders of a substantial number of shares had rights, subject to certain 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 have and may continue to 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. Furthermore, if we issue additional equity or convertible debt securities, the new equity securities could have rights senior to those of our common stock. For example, if we elect to settle our conversion obligation under our 0.125% Convertible Senior Notes due 2025, or our 2025 Notes, in shares of our Class A common stock or a combination of cash and shares of our Class A common stock, the issuance of such Class A common stock may dilute the ownership interests of our stockholders and sales in the public market could adversely affect prevailing market prices.

If securities or industry analysts do not publish research or publish unfavorable or inaccurate research about our business, or if we fail to meet or significantly exceed our publicly announced financial guidance or the expectations of analysts or public investors, 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 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. In addition, the stock prices of many companies in the technology industry have declined significantly after those companies have failed to meet, or significantly exceed, the financial guidance publicly announced by those companies or the expectations of analysts. If our financial results fail to meet, or significantly exceed, our announced guidance or the expectations of analysts or public investors, analysts could downgrade our Class A common stock or publish unfavorable research on us. 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.

We do not intend to pay dividends for the foreseeable future.

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, holders of our Class A common stock may need to rely on sales of their holdings of Class A common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investment.

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

We have incurred significant legal, accounting, insurance, and other expenses as a public company, which we expect to further increase because 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 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. These rules and regulations contribute to increased legal and financial compliance costs and make some activities more time-consuming and costly.

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 of the Sarbanes-Oxley Act, 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 is required to attest to the effectiveness of our internal control over financial reporting. Our compliance with Section 404 requires that we incur substantial expenses and expend significant management efforts. We have hired, and need to continue to hire, additional accounting and financial staff with appropriate public company experience and technical accounting knowledge to comply with Section 404.

During the evaluation and testing process of our internal controls in future years, 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 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 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 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 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 holders of our Class A common stock would receive a premium for their shares of our Class A common stock in an acquisition.

Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware and the federal district courts of the United States of America as the exclusive forums for substantially all disputes between us and our stockholders, which could 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 provides 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 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.

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. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive

forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

Risks Related to Our Outstanding 2025 Notes

We may not have sufficient cash flow from our business to make payments on our significant debt when due, and we may incur additional indebtedness in the future.

In June 2020, we issued the 2025 Notes in a private placement. We may be required to use a substantial portion of our cash flows from operations to pay interest and principal on our indebtedness. Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the 2025 Notes, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations.

In addition, we may incur substantial additional debt in the future, subject to the restrictions contained in our future debt agreements, some of which may be secured debt. We are not restricted under the terms of the indenture governing the 2025 Notes, from incurring additional debt, securing existing or future debt, recapitalizing our debt, repurchasing our stock, pledging our assets, making investments, paying dividends, guaranteeing debt or taking a number of other actions that are not limited by the terms of the indenture governing the 2025 Notes that could have the effect of diminishing our ability to make payments on the 2025 Notes when due.

The conditional conversion feature of the 2025 Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of the 2025 Notes is triggered, holders of the 2025 Notes will be entitled to convert the notes at any time during specified periods at their option. If one or more holders elect to convert their 2025 Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our Class A common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their 2025 Notes when these conversion triggers are satisfied, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the 2025 Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

The accounting method for convertible debt securities that may be settled in cash, such as the notes, could have a material effect on our reported financial results.

The accounting method for convertible debt securities that may be settled in cash, such as the 2025 Notes, could have a material effect on our reported financial results. Under ASC 470-20, Debt with Conversion and Other Options, or ASC 470-20, an entity must separately account for the liability and equity components of the convertible debt instruments (such as the 2025 Notes) that may be settled entirely or partially in cash upon conversion in a manner that reflects the issuer's economic interest cost. The effect of ASC 470-20 on the accounting for the 2025 Notes is that the equity component is required to be included in the additional paid-in capital section of stockholders' equity in our consolidated balance sheet at issuance, and the value of the equity component is treated as debt discount for purposes of accounting for the debt component of the 2025 Notes. As a result, we are required to record a greater amount of non-cash interest expense in current periods presented as a result of the amortization of the debt discount; such amortization results in the carrying value of the 2025 Notes accreting to their face amount over the term of the 2025 Notes. We have reported larger net losses or lower net income in our financial results because ASC 470-20 requires interest to include both the current period's amortization of the debt discount and the instrument's non-convertible coupon interest rate, which could adversely affect our reported or future financial results, the trading price of our common stock and the trading price of the 2025 Notes. However, in August 2020, the Financial Accounting Standards Board published an Accounting Standards Update 2020-06, or ASU 2020-06, eliminating the separate accounting for the debt and equity components as described above. ASU 2020-06 will be effective for SEC-reporting entities for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. However, early adoption is permitted in certain circumstances for fiscal years beginning after December 15, 2020, including interim periods within those fiscal

years. The Company chose to early adopt ASU 2020-06 on January 1, 2021. When effective, we expect the elimination of the separate accounting described above to reduce the interest expense that we expect to recognize for the 2025 Notes for accounting purposes.

In addition, under certain circumstances, convertible debt instruments (such as the 2025 Notes) that may be settled entirely or partly in cash are currently accounted for utilizing the treasury stock method, the effect of which is that the shares issuable upon conversion of such 2025 Notes are not included in the calculation of diluted earnings per share except to the extent that the conversion value of such 2025 Notes exceeds their principal amount. Under the treasury stock method, for diluted earnings per share purposes, the transaction is accounted for as if the number of shares of common stock that would be necessary to settle such excess, if we elected to settle such excess in shares, are issued. However, when adopted, ASU 2020-06 will require the potentially more dilutive if-converted method to be used for calculating earnings per share, and the treasury stock method will no longer be allowed for convertible debt instruments whose principal amount may be settled using shares. We also cannot be sure whether other changes may be made to the current accounting standards related to the 2025 Notes, or otherwise, that could have an adverse impact on our financial statements.

The capped call transactions may affect the value of the 2025 Notes and our Class A common stock.

In connection with the pricing of the 2025 Notes, we entered into capped call transactions with the option counterparties. The capped call transactions cover, subject to customary adjustments, the number of shares of our common stock that initially underlie the 2025 Notes. The capped call transactions are expected generally to partially offset the potential dilution to our Class A common stock as a result of conversion of the 2025 Notes. In connection with establishing their initial hedges of the capped call transactions, the option counterparties or their respective affiliates entered into various derivative transactions with respect to our Class A common stock concurrently with or shortly after the pricing of the 2025 Notes, including with certain investors in the 2025 Notes.

In addition, the option counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to our common stock and/or purchasing or selling our Class A common stock or other securities of ours in secondary market transactions following the pricing of the 2025 Notes on June 2, 2020 and prior to the maturity of the 2025 Notes. They are likely to do so on each exercise date for the capped call transactions, which are expected to occur during each 30 trading day period beginning on the 31st scheduled trading day prior to the maturity date of the 2025 Notes, or following any termination of any portion of the capped call transactions in connection with any repurchase, redemption or early conversion of the 2025 Notes. This activity could also cause or prevent an increase or decrease in the price of our Class A common stock or the 2025 Notes. The potential effect, if any, of these transactions on the price of our Class A common stock or the 2025 Notes will depend in part on market conditions and cannot be ascertained at this time. Any of these activities could adversely affect the value of our Class A common stock.

We are subject to counterparty risk with respect to the capped call transactions.

The counterparties to the capped call transactions are financial institutions, and we will be subject to the risk that one or more of the option counterparties may default, fail to perform or exercise their termination rights under the capped call transactions. Our exposure to the credit risk of the option counterparties will not be secured by any collateral. If a counterparty to the capped call transactions becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at the time under such transaction. Our exposure will depend on many factors but, generally, our exposure will increase if the market price or the volatility of our common stock increases. In addition, upon a default, failure to perform or a termination of the capped call transactions by a counterparty, we may suffer more dilution than we currently anticipate with respect to our common stock.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our headquarters are located in New York City, where we lease approximately 129,000 square feet pursuant to four separate subleases. One of these subleases, for approximately 33,000 square feet, will expire in December 2022. The other three subleases, totaling approximately 96,000 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.

Item 3. Legal Proceedings

From time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We are not presently a party to any legal proceedings that, 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.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information and Holders of Record

Our Class A common stock is traded on The Nasdaq Global Select Market, or Nasdaq, under the symbol "DDOG". Our Class B common stock is not listed or traded on any exchange, but 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, and is automatically converted upon sale or transfer into one share of Class A common stock.

As of February 15, 2021, there were 221,583,813 holders of record of our Class A common stock and 84,907,962 holders of record of our Class B common stock.

Dividend Policy

We have never declared or paid any dividends on our Class A common stock or Class B common stock. We currently intend to retain all available funds and any future earnings for the operation and expansion of our business. Accordingly, we do not anticipate declaring or paying dividends in the foreseeable future. The payment of any future dividends will be at the discretion of our Board of Directors and will depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in any debt agreements, and other factors that our Board of Directors may deem relevant.

Use of Proceeds

In September 2019, we closed our IPO of 27,600,000 shares of our Class A common stock at an offering price of \$27.00 per share, including 3,600,000 shares pursuant to the underwriters' option to purchase additional shares of our Class A common stock, resulting in net proceeds to us of \$705.9 million, after deducting underwriting discounts and commissions of \$37.3 million and net offering expenses of \$2.0 million. All of the shares issued and sold in our IPO were registered under the Securities Act pursuant to a registration statement on Form S-1 (File No. 333-233428), which was declared effective by the SEC on September 18, 2019. There has been no material change in the planned use of proceeds from our IPO from those disclosed in the final prospectus for our IPO dated as of September 18, 2019 and filed with the SEC pursuant to Rule 424(b)(4) on September 19, 2019.

Issuer Purchases of Equity Securities

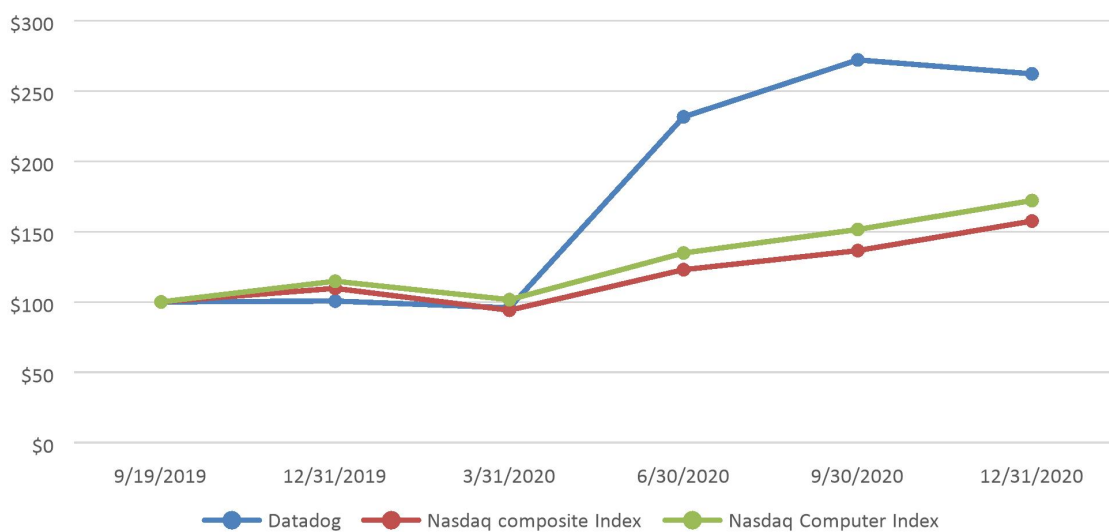
None.

Stock Performance Graph

The graph below shows a comparison, from September 19, 2019 (the date our Class A common stock commenced trading on Nasdaq) through December 31, 2020, of the cumulative total return to stockholders of our Class A common stock relative to the Nasdaq Composite Index, or the Nasdaq Composite, and the Nasdaq Computer Index, or the Nasdaq Computer.

The graph assumes that \$100 was invested in each of our Class A common stock, the Nasdaq Composite and the Nasdaq Computer at their respective closing prices on September 19, 2019 and assumes reinvestment of gross dividends. The stock price performance shown in the graph represents past performance and should not be considered an indication of future stock price performance.

Comparison of Cumulative Total Returns



This performance graph shall not be deemed “soliciting material” or to be “filed” with the SEC for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of Datadog, Inc. under the Securities Act or the Exchange Act.

Item 6. Selected Financial Data

As permitted by final SEC rulemaking effective February 10, 2021, the information called for by this Item 6 is omitted..

Item 7. 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 our audited consolidated financial statements and related notes appearing elsewhere in this Annual Report on Form 10-K. This discussion, particularly information with respect to our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, includes forward-looking statements that involve risks and uncertainties as described under the heading “Special Note Regarding Forward-Looking Statements” in this Annual Report on Form 10-K. You should review the disclosure under the heading “Part I, Item 1A. Risk Factors” in this Annual Report on Form 10-K for a discussion of important factors that could cause our actual results to differ materially from those anticipated in these forward-looking statements.

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, log management, and security monitoring 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.

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. 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.

As of December 31, 2020, we had \$228.7 million in cash, cash equivalents and restricted cash and \$1,292.5 million in marketable securities. We have grown rapidly in recent periods, with revenues for the fiscal years ended December 31, 2020, 2019 and 2018 of \$603.5 million, \$362.8 million, and \$198.1 million, respectively, representing year-over-year growth of 66% from the fiscal year ended December 31, 2019 to the fiscal year ended December 31, 2020 and 83% from the fiscal year ended December 31, 2018 to the fiscal year ended December 31, 2019. Substantially all of our revenue is from subscription software sales. We expect that the rate of growth in our revenue will continue to decline as our business scales, even if our revenue continues to grow in absolute terms. We have continued to make significant expenditures and investments, including in personnel-related costs, sales and marketing, infrastructure and operations, and have incurred net losses of \$(24.5) million, \$(16.7) million and \$(10.8) million for the fiscal years ended December 31, 2020, 2019 and 2018, respectively. Our operating cash flow was \$109.1 million, \$24.2 million and \$10.8 million for the years ended December 31, 2020, 2019 and 2018, respectively. Our free cash flow was \$83.2 million, \$0.8 million and \$(5.0) million for the years ended December 31, 2020, 2019 and 2018, respectively. See the section titled “—Liquidity and Capital Resources—Non-GAAP Free Cash Flow” below.

Since December 2019, COVID-19 has spread to multiple countries, including the United States and other countries in which we and our customers, partners, suppliers, vendors and other parties with whom we do business operate. The extent of the impact of the COVID-19 pandemic on our operational and financial performance depends on certain developments, including the duration and spread of the outbreak, its impact on industry events, and its effect on our customers, partners, suppliers and vendors and other parties with whom we do business, all of which are uncertain and cannot be predicted at this time. To the extent possible, we are conducting business as usual, with necessary or advisable modifications to employee travel and employee work locations, and cancelling or holding virtually Datadog marketing events. We are continuing to actively monitor the rapidly evolving situation related to COVID-19 and may take further actions that alter our business operations, including those that may be required by federal, state or local authorities, or that we determine are in the best interests of our employees, customers, partners, suppliers, vendors and stockholders. The extent to which the COVID-19 pandemic may impact our results of operations and financial condition remains uncertain. In addition, due to our subscription model, the effect of the COVID-19 pandemic, if any, may not be fully reflected in our results of operations until future periods.

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 December 31, 2020, we had approximately 14,170 customers spanning organizations of a broad range of sizes and industries, compared to approximately 10,500 as of December 31, 2019. 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 base of customers represents a significant opportunity for further sales expansion. As of December 31, 2020, we had 1,253 customers with annual run-rate revenue, or ARR, of \$100,000 or more, representing 78% of our ARR, up from 858 as of December 31, 2019, representing 75% of our ARR. We monitor our number of customers with ARR of \$100,000 or more, and believe it is useful to investors, as an indicator of our ability to grow the number of customers that are exceeding this ARR threshold. 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. ARR and MRR should be viewed independently of revenue, and do not represent our revenue under U.S. GAAP 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.

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 each of December 31, 2020 and 2019, our dollar-based net retention rate was above 130%. 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.

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.

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, user experience and network performance monitoring in 2019 and security monitoring in 2020. As of December 31, 2020, approximately 72% of our customers were using more than one product, up from approximately 60% 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 North America. Revenue, as determined based on the billing address of our customers, from regions outside of North America was approximately 25% of our total revenue for the years ended December 31, 2020 and 2019. 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, Paris, London, Singapore, Tokyo, Seoul, Sydney and Amsterdam.

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 contractual 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, APM and network performance monitoring products are priced per host, our 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 as we expand our sales and marketing efforts.

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.

We have incurred, and expect to continue 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 (Expense) Income, Net

Other (expense) income, net consists primarily of interest expense due on the 2025 Notes, and amortization of premiums on our marketable securities, partially offset by interest income, primarily due to income earned on money market funds included in cash and cash equivalents and on marketable securities.

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 recorded 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:

	Years Ended December 31,		
	2020	2019	2018
	(in thousands)		
Revenue	\$ 603,466	\$ 362,780	\$ 198,077
Cost of revenue (1)(2)(4)	130,197	88,949	46,529
Gross profit	473,269	273,831	151,548
Operating expenses			
Research and development (1)(3)(4)	210,626	111,425	55,176
Sales and marketing (1)(3)(4)	213,660	146,657	88,849
General and administrative (1)(3)(4)	62,756	35,889	18,556
Total operating expenses	487,042	293,971	162,581
Operating loss	(13,773)	(20,140)	(11,033)
Other (expense) income, net:			
Interest expense (5)	(30,434)	(32)	—
Interest income and other income, net	21,985	4,196	793
Other (expense) income, net	(8,449)	4,164	793
Loss before provision for income taxes	(22,222)	(15,976)	(10,240)
Provision for income taxes	(2,325)	(734)	(522)
Net loss	\$ (24,547)	\$ (16,710)	\$ (10,762)

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

	Years Ended December 31,		
	2020	2019	2018
	(in thousands)		
Cost of revenue	\$ 1,794	\$ 582	\$ 287
Research and development	38,008	7,972	1,641
Sales and marketing	20,467	5,538	1,910
General and administrative	14,105	4,942	1,406
Total	\$ 74,374	\$ 19,034	\$ 5,244

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

	Years Ended December 31,		
	2020	2019	2018
	(in thousands)		
Cost of revenue	\$ 943	\$ 752	\$ 511

(3) Includes non-cash benefit related to tax adjustment as follows:

	Years Ended December 31,		
	2020	2019	2018
	(in thousands)		
Research and development	\$ (2,729)	\$ (2,344)	\$ —
Sales and marketing	(449)	(397)	—
General and administrative	(2,383)	(2,266)	—
Total	\$ (5,561)	\$ (5,007)	\$ —

(4) Includes employer payroll taxes on employee stock transactions as follows:

	Years Ended December 31,		
	2020	2019	2018
	(in thousands)		
Cost of revenue	\$ 187	\$ —	\$ —
Research and development	2,836	1,157	—
Sales and marketing	3,756	284	—
General and administrative	839	19	—
Total	\$ 7,618	\$ 1,460	\$ —

(5) Includes amortization of debt discount and issuance costs as follows:

	Years Ended December 31,		
	2020	2019	2018
	(in thousands)		
Interest expense	\$ 18,727	\$ —	\$ —

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

	Years Ended December 31,		
	2020	2019	2018
	(as a percentage of total revenue ⁽¹⁾)		
Revenue	100%	100%	100%
Cost of revenue	22	25	23
Gross profit	78	75	77
Operating expenses			
Research and development	35	31	28
Sales and marketing	35	40	45
General and administrative	10	10	9
Total operating expenses	81	81	82
Operating loss	(2)	(6)	(5)
Other (expense) income, net:			
Interest expense	(5)	0	0
Interest income and other income, net	4	1	1
Other (expense) income, net	(1)	1	1
Loss before provision for income taxes	(4)	(5)	(4)
Provision for income taxes	(0)	(0)	(1)
Net loss	(4)%	(5)%	(5)%

(1) Certain items may not total due to rounding.

Comparison of the Years Ended December 31, 2020 and 2019

Revenue

	Years Ended December 31,		Change	% Change
	2020	2019		
	(dollars in thousands)			
Revenue	\$ 603,466	\$ 362,780	\$ 240,686	66%

Revenue increased by \$240.7 million, or 66%, for the year ended December 31, 2020 compared to the year ended December 31, 2019. Approximately 59% of the increase in revenue was attributable to growth from existing customers, and the remaining 41% was attributable to growth from new customers.

Cost of Revenue and Gross Margin

	<u>Years Ended December 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2020</u>	<u>2019</u>		
	(dollars in thousands)			
Cost of revenue	\$ 130,197	\$ 88,949	\$ 41,248	46%
Gross margin	78%	75%	3%	

Cost of revenue increased by \$41.2 million, or 46%, for the year ended December 31, 2020 compared to the year ended December 31, 2019. This increase was primarily due to an increase of \$34.7 million in third-party cloud infrastructure hosting and software costs, an increase of \$4.9 million in personnel expenses as a result of increased headcount, and an increase of \$1.6 million of depreciation and amortization, credit card processing fees and other fees, and 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 increased by 3% for the year ended December 31, 2020 compared to the year ended December 31, 2019, primarily as a result of increased revenue and cost savings from our third-party cloud infrastructure providers.

Research and Development

	<u>Years Ended December 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2020</u>	<u>2019</u>		
	(dollars in thousands)			
Research and development	\$ 210,626	\$ 111,425	\$ 99,201	89%
Percentage of revenue	35%	31%		

Research and development expense increased by \$99.2 million, or 89%, for the year ended December 31, 2020 compared to the year ended December 31, 2019. This increase was primarily due to an increase of \$82.1 million in personnel costs for our engineering, product and design teams as a result of increased headcount, an increase of \$12.9 million in cloud infrastructure related investments, an increase of \$3.3 million in allocated overhead costs necessary for supporting the growth of the business and an increase of \$0.9 million in other research and development costs.

Sales and Marketing

	<u>Years Ended December 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2020</u>	<u>2019</u>		
	(dollars in thousands)			
Sales and marketing	\$ 213,660	\$ 146,657	\$ 67,003	46%
Percentage of revenue	35%	40%		

Sales and marketing expense increased by \$67.0 million, or 46%, for the year ended December 31, 2020 compared to the year ended December 31, 2019. This increase was primarily due to an increase of \$60.5 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 \$4.4 million in marketing and promotional activities, and an increase of \$2.1 million of allocated overhead costs necessary to support the growth of the business and related infrastructure.

General and Administrative

	<u>Years Ended December 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2020</u>	<u>2019</u>		
	(dollars in thousands)			
General and administrative	\$ 62,756	\$ 35,889	\$ 26,867	75%
Percentage of revenue	10%	10%		

General and administrative expense increased by \$26.9 million, or 75%, for the year ended December 31, 2020 compared to the year ended December 31, 2019. This increase was primarily due to an increase of \$16.4 million in personnel expenses as a result of increased headcount, an increase of \$4.3 million related to outside professional fees primarily related to insurance, finance and legal fees, an increase of \$4.1 related to other costs and allocated overhead costs to support the growing business and an increase of \$2.1 million related to bad debt expense.

Other (Expense) Income, Net

	<u>Years Ended December 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2020</u>	<u>2019</u>		
	(dollars in thousands)			
Other (expense) income, net	\$ (8,449)	\$ 4,164	\$ (12,613)	(303%)
Percentage of revenue	-1%	1%		

Other (expense) income, net decreased by \$12.6 million for the year ended December 31, 2020 compared to the year ended December 31, 2019. For the year ended December 31, 2020, other expense included \$19.3 million interest expense related to our 2025 Notes and \$11.1 million amortization of premiums on our marketable securities. These amounts were partially offset by an increase of \$17.8 million in interest income, mainly due to income earned from investments in marketable securities and money market funds.

Comparison of the Years Ended December 31, 2019 and 2018

Revenue

	<u>Years Ended December 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2019</u>	<u>2018</u>		
	(dollars in thousands)			
Revenue	\$ 362,780	\$ 198,077	\$ 164,703	83%

Revenue increased by \$164.7 million, or 83%, for the year ended December 31, 2019 compared to the year ended December 31, 2018. Approximately 60% of the increase in revenue was attributable to growth from existing customers, and the remaining 40% was attributable to growth from new customers.

Cost of Revenue and Gross Margin

	<u>Years Ended December 31,</u>		<u>Change</u>	<u>% Change</u>
	<u>2019</u>	<u>2018</u>		
	(dollars in thousands)			
Cost of revenue	\$ 88,949	\$ 46,529	\$ 42,420	91%
Gross margin	75%	77%	-2%	

Cost of revenue increased by \$42.4 million, or 91%, for the year ended December 31, 2019 compared to the year ended December 31, 2018. This increase was primarily due to an increase of \$35.2 million in third-party cloud infrastructure hosting and software costs, an increase of \$3.2 million in personnel expenses as a result of increased headcount, an increase of \$2.5 million of depreciation and amortization expense, an increase of \$0.8 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 declined by 2% for the year ended December 31, 2019 compared to the year ended December 31, 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

	Years Ended December 31,		Change	% Change
	2019	2018		
	(dollars in thousands)			
Research and development	\$ 111,425	\$ 55,176	\$ 56,249	102%
Percentage of revenue	31%	28%		

Research and development expense increased by \$56.2 million, or 102%, for the year ended December 31, 2019 compared to the year ended December 31, 2018. This increase was primarily due to an increase of \$38.5 million in personnel costs for our engineering, product and design teams as a result of increased headcount, and an increase of \$17.7 million in cloud infrastructure related investments and in allocated overhead costs necessary for supporting the growth of the business.

Sales and Marketing

	Years Ended December 31,		Change	% Change
	2019	2018		
	(dollars in thousands)			
Sales and marketing	\$ 146,657	\$ 88,849	\$ 57,808	65%
Percentage of revenue	40%	45%		

Sales and marketing expense increased by \$57.8 million, or 65%, for the year ended December 31, 2019 compared to the year ended December 31, 2018. This increase was primarily due to an increase of \$39.6 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 \$10.4 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, and an increase of \$7.8 million in marketing and promotional activities.

General and Administrative

	Years Ended December 31,		Change	% Change
	2019	2018		
	(dollars in thousands)			
General and administrative	\$ 35,889	\$ 18,556	\$ 17,333	93%
Percentage of revenue	10%	9%		

General and administrative expense increased by \$17.3 million, or 93%, for the year ended December 31, 2019 compared to the year ended December 31, 2018. This increase was primarily due to an increase of \$8.6 million in personnel expenses as a result of increased headcount, an increase of \$6.9 million related to outside professional fees primarily related to legal and accounting services, an increase of \$1.8 million in allocated overhead expenses related to an increase in overall costs necessary to support the growth of the business and related infrastructure.

Other (Expense) Income, Net

	Years Ended December 31,		Change	% Change
	2019	2018		
	(dollars in thousands)			
Other income, net	\$ 4,164	\$ 793	\$ 3,371	425%
Percentage of revenue	1%	1%		

Other (expense) income, net increased by \$3.4 million, or 425%, for the year ended December 31, 2019 compared to the year ended December 31, 2018. This increase was primarily due to interest income earned from investments in money market funds and marketable securities.

Quarterly Results of Operations

The following tables summarize our selected unaudited quarterly consolidated statements of operations data for each of the eight quarters in the period ended December 31, 2020. 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 in “Part II, Item 8. Financial Statements” of this Annual Report on Form 10-K. Historical results are not necessarily indicative of the results that may be expected for the full fiscal year or any other period.

	December 31, 2020	September 30, 2020	June 30, 2020	Three Months Ended			June 30, 2019	March 31, 2019
				March 31, 2020	December 31, 2019	September 30, 2019		
	(in thousands, except per share data; unaudited)							
Revenue	\$ 177,531	\$ 154,675	\$ 140,012	\$ 131,248	\$ 113,644	\$ 95,864	\$ 83,222	\$ 70,050
Cost of revenue (1)(2)(4)	40,856	33,984	28,878	26,479	25,724	23,297	20,978	18,950
Gross profit	136,675	120,691	111,134	104,769	87,920	72,567	62,244	51,100
Operating expenses:								
Research and development (1)(3)(4)	67,698	56,440	45,664	40,824	35,894	28,684	24,032	22,815
Sales and marketing (1)(3)(4)	60,034	57,142	51,269	45,215	41,596	38,836	36,118	30,107
General and administrative (1)(3)(4)	17,881	16,376	13,547	14,952	12,696	9,265	6,088	7,840
Total operating expenses(3)	145,613	129,958	110,480	100,991	90,186	76,785	66,238	60,762
Operating (loss) income	(8,938)	(9,267)	654	3,778	(2,266)	(4,218)	(3,994)	(9,662)
Other (expense) income:								
Interest expense (5)	(13,010)	(12,423)	(4,294)	(707)	(32)	—	—	—
Interest income and other income, net	6,781	7,135	4,466	3,603	3,550	90	326	230
Other (expense) income, net	(6,229)	(5,288)	172	2,896	3,518	90	326	230
(Loss) income before income taxes	(15,167)	(14,555)	826	6,674	1,252	(4,128)	(3,668)	(9,432)
Provision for income taxes	(993)	(595)	(542)	(195)	(361)	(33)	(281)	(59)
Net (loss) income	\$ (16,160)	\$ (15,150)	\$ 284	\$ 6,479	\$ 891	\$ (4,161)	\$ (3,949)	\$ (9,491)
Net (loss) income per share, basic	\$ (0.05)	\$ (0.05)	\$ 0.00	\$ 0.02	\$ 0.00	\$ (0.04)	\$ (0.05)	\$ (0.12)
Net (loss) income per share, diluted	\$ (0.05)	\$ (0.05)	\$ 0.00	\$ 0.02	\$ 0.00	\$ (0.04)	\$ (0.05)	\$ (0.12)
Weighted average shares used in calculating basic net (loss) income per share	304,057	302,554	299,267	295,455	294,515	103,876	82,043	77,061
Weighted average shares used in calculating diluted net (loss) income per share	304,057	302,554	330,847	327,801	327,333	103,876	82,043	77,061

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

	December 31, 2020	September 30, 2020	June 30, 2020	Three Months Ended		September 30, 2019	June 30, 2019	March 31, 2019
				March 31, 2020	December 31, 2019			
	(in thousands)							
Cost of revenue	\$ 627	\$ 529	\$ 407	\$ 231	\$ 210	\$ 161	\$ 112	\$ 99
Research and development	13,285	10,173	8,703	5,847	4,263	1,934	989	786
Sales and marketing	6,784	6,068	4,541	3,074	2,262	1,540	1,007	729
General and administrative	4,068	3,946	3,183	2,908	2,283	1,042	786	831
Stock-based compensation expense	\$ 24,764	\$ 20,716	\$ 16,834	\$ 12,060	\$ 9,018	\$ 4,677	\$ 2,894	\$ 2,445

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

	December 31, 2020	September 30, 2020	June 30, 2020	Three Months Ended		September 30, 2019	June 30, 2019	March 31, 2019
				March 31, 2020	December 31, 2019			
	(in thousands)							
Cost of revenue	\$ 275	\$ 274	\$ 147	\$ 247	\$ 221	\$ 179	\$ 177	\$ 175

(3) Includes non-cash benefit related to tax adjustment as follows:

	December 31, 2020	September 30, 2020	June 30, 2020	Three Months Ended		September 30, 2019	June 30, 2019	March 31, 2019
				March 31, 2020	December 31, 2019			
	(in thousands)							
Research and development	—	—	\$ (2,729)	—	—	—	\$ (2,344)	—
Sales and marketing	—	—	(449)	—	—	—	(397)	—
General and administrative	—	—	(2,383)	—	—	—	(2,266)	—
Total	\$ —	\$ —	\$ (5,561)	\$ —	\$ —	\$ —	\$ (5,007)	\$ —

(4) Includes employer payroll taxes on employee stock transactions as follows:

	December 31, 2020	September 30, 2020	June 30, 2020	Three Months Ended		September 30, 2019	June 30, 2019	March 31, 2019
				March 31, 2020	December 31, 2019			
	(in thousands)							
Cost of revenue	\$ 33	\$ 32	\$ 121	\$ 1	\$ —	\$ —	\$ 0	\$ 0
Research and development	959	418	1,423	36	896	—	262	0
Sales and marketing	742	1,354	1,508	152	5	88	191	0
General and administrative	287	282	212	58	-	—	7	12
Total	\$ 2,021	\$ 2,086	\$ 3,264	\$ 247	\$ 901	\$ 88	\$ 460	\$ 12

(5) Includes amortization of debt discount and issuance costs as follows:

	December 31, 2020	September 30, 2020	June 30, 2020	Three Months Ended		September 30, 2019	June 30, 2019	March 31, 2019
				March 31, 2020	December 31, 2019			
	(in thousands)							
Interest expense	\$ 8,181	\$ 8,062	\$ 2,484	\$ —	\$ —	\$ —	\$ —	\$ —

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

	December 31, 2020	September 30, 2020	June 30, 2020	Three Months Ended		September 30, 2019	June 30, 2019	March 31, 2019
				March 31, 2020	December 31, 2019			
	(as a percentage of total revenue ⁽¹⁾)							
Revenue	100%	100%	100%	100%	100%	100%	100%	100%
Cost of revenue	23	22	21	20	23	24	25	27
Gross profit	77	78	79	80	77	76	75	73
Operating expenses:								
Research and development	38	36	33	31	32	30	29	33
Sales and marketing	34	37	36	35	36	41	43	43
General and administrative	10	11	10	11	11	10	7	11
Total operating expenses	82	84	79	77	79	81	79	87
Operating (loss) income	(5)	(6)	0	3	(2)	(4)	(4)	(14)
Other (expense) income:								
Interest expense	(7)	(8)	(3)	0	0	0	0	0
Interest income and other income, net	4	5	3	2	3	0	0	1
Other (expense) income, net	(4)	(3)	0	2	3	0	0	1
(Loss) income before income taxes	(9)	(9)	0	5	1	(4)	(4)	(13)
Provision for income taxes	(1)	0	0	(1)	0	(1)	(1)	(1)
Net (loss) income	(9)%	(10)%	0%	4%	1%	(5)%	(5)%	(14)%

(1) Certain items may not total due to rounding.

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 increase headcount, which resulted in increased personnel expenses.

Quarterly Gross Margin Trends

Our quarterly gross margins have fluctuated between 73% and 80% in each period presented. Our gross margins decreased in the last three quarters ended December 31, 2020 as a result of an increase in our third-party cloud infrastructure hosting and software costs as well as increased headcount.

Quarterly Operating Expense Trends

Operating expenses have fluctuated between 77% and 87% of revenue in each period presented above, with increases 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 (Expense) Income, Net Trends

Other (expense) income, net consisted primarily of interest expense related to our 2025 Notes and of amortization of premiums on our marketable securities. We issued the 2025 Notes in June 2020 and increased our investments in marketable securities, which both led to an increase in the interest expenses incurred during the 12 months ended December 31, 2020. Other income consisted primarily of interest income earned from investments in money market funds and marketable securities, which was increased due to the increase in the investment in marketable securities.

Liquidity and Capital Resources

Since inception, we have financed operations primarily through sales of subscriptions and the net proceeds we have received from issuance of equity and debt securities.

In June 2020, we issued \$747.5 million aggregate principal amount of the 2025 Notes in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act. The total net proceeds from the sale of the 2025 Notes, after deducting the initial purchasers' discounts and debt issuance costs, were approximately \$730.2 million.

As of December 31, 2020, we had \$224.9 million in cash and cash equivalents, and \$1,292.5 million in marketable securities.

We believe that our existing cash and cash equivalents, marketable securities 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.

A substantial source of our cash from operations 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, 2020, we had deferred revenue of \$208.3 million, of which \$204.8 million was recorded as a current liability and expected to be recognized as revenue in the next 12 months, provided all other revenue recognition criteria have been met.

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

	Years Ended December 31,		
	2020	2019	2018
	(in thousands)		
Cash provided by operating activities	\$ 109,091	\$ 24,234	\$ 10,829
Cash used in investing activities	(1,152,624)	(202,220)	(17,456)
Cash provided by financing activities	670,276	714,216	7,782

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 overhead expenses. We have generated positive cash flows and have supplemented working capital requirements through net proceeds from the sale of equity securities.

Cash provided by operating activities for the fiscal year ended December 31, 2020 of \$109.1 million was primarily related to our net loss of \$24.5 million, adjusted for non-cash charges of \$146.1 million and net cash outflows of \$12.5 million provided by changes in our operating assets and liabilities. Non-cash charges primarily consisted of stock-based compensation, amortization of debt discount and issuance costs related to our 2025 Notes, depreciation and amortization of property and equipment, amortization of capitalized software, amortization of acquired intangibles and amortization of deferred contract costs. The main drivers of the changes in operating assets and liabilities were related to a \$69.8 million increase in deferred revenue, resulting primarily from increased

billings for subscriptions, a \$6.5 million increase in accounts payable, a \$4.0 million increase in accrued expenses and other liabilities, and a \$1.0 million decrease in other assets. These amounts were offset by a \$64.2 million increase in accounts receivable, net, due to increases in sales, a \$25.1 million increase in deferred contract costs related to commissions paid on new bookings, a \$4.5 million increase in prepaid expenses and other current assets, primarily driven by prepaid hosting services.

Cash provided by operating activities for the fiscal year ended December 31, 2019 of \$24.2 million was primarily related to our net loss of \$16.7 million, adjusted for non-cash charges of \$50.5 million and net cash outflows of \$9.5 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, amortization of acquired intangibles and amortization of deferred contract costs. The main drivers of the changes in operating assets and liabilities were related to a \$67.8 million increase in deferred revenue, resulting primarily from increased billings for subscriptions, a \$6.4 million increase in accrued expenses and other liabilities, and a \$2.5 million increase in accounts payable. These amounts were partially offset by a \$47.5 million increase in accounts receivable, net, due to increases in sales, a \$20.1 million increase in deferred contract costs related to commissions paid on new bookings, a \$10.0 million increase in prepaid expenses and other current assets, primarily driven by prepaid hosting services, and a \$8.5 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.

Investing Activities

Cash used in investing activities for the year ended December 31, 2020, was \$1,152.6 million, and was primarily the result of investment in marketable securities of \$1,794.6 million, a \$20.4 million increase in capitalization of software development costs, a \$5.4 million increase in capital expenditures to purchase property and equipment to support office space and site operations, and \$2.4 million paid for an acquisition. These amounts were partially offset by proceeds of \$506.6 million and \$163.6 million from maturities and sales of marketable securities, respectively.

Cash used in investing activities for the years ended December 31, 2019 and 2018 was \$202.2 million and \$17.5 million, respectively, and was primarily the result of investment in marketable securities, 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 year ended December 31, 2020 was \$670.3 million and was primarily attributable to proceeds from the issuance of the 2025 Notes in the amount of \$730.2 million, net of issuance costs, proceeds from the exercise of stock options in the amount of \$15.9 million, and proceeds from the issuance of common stock under the employee stock purchase plan, or "ESPP", in the amount of \$15.2 million. These amounts were partially offset by an \$89.6 million purchase of the capped call in connection with the issuance of the 2025 Notes, \$1.0 million of taxes paid in connection with the ESPP and \$0.4 million of initial public offering, or IPO, costs.

Cash provided by financing activities for the year ended December 31, 2019 was \$714.2 million and was primarily the result of aggregate net proceeds from our IPO in the amount of \$706.3 million and proceeds from the exercise of stock options in the amount of \$7.9 million.

Cash provided by financing activities for the fiscal year ended December 31, 2018 was \$7.8 million and was primarily the result of proceeds from the exercise of stock options.

Non-GAAP Free Cash Flow

We report our financial results in accordance with U.S. 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, board of directors, 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. 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 our cash flows for the periods presented and a reconciliation of free cash flow to net cash provided by operating activities, the most directly comparable financial measure calculated in accordance with GAAP:

	Years Ended December 31,		
	2020	2019	2018
	(in thousands)		
Net cash provided by operating activities	\$ 109,091	\$ 24,234	\$ 10,829
Less: Purchases of property and equipment	(5,415)	(13,315)	(9,662)
Less: Capitalized software development costs	(20,468)	(10,128)	(6,176)
Free cash flow	<u>\$ 83,208</u>	<u>\$ 791</u>	<u>\$ (5,009)</u>

Contractual Obligations and Commitments

The following table summarizes our contractual obligations as of December 31, 2020:

	Payments Due By Period				
	Total	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years
	(in thousands)				
Operating lease commitments	\$ 94,618	\$ 19,808	\$ 43,030	\$ 10,142	\$ 21,638
Purchase commitments	184,167	96,143	88,004	20	—
Total	<u>\$ 278,785</u>	<u>\$ 115,951</u>	<u>\$ 131,034</u>	<u>\$ 10,162</u>	<u>\$ 21,638</u>

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.

We have also excluded unrecognized tax benefits 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 12 months and accordingly we have classified the estimated liability as non-current in the consolidated balance sheet. For further information see Note 15 in our Notes to Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Annual Report on Form 10-K.

Off-Balance Sheet Arrangements

As of December 31, 2020, we did not 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.

Critical Accounting Policies and Estimates

Our financial statements are prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We evaluate our estimates and assumptions on an ongoing basis. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Our actual results could differ from these estimates.

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 contractual amounts under their subscriptions, either on a monthly basis in the case of a ratably 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 account 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 to the performance obligations in the contract; and
- (5) 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 determine an output method to be the most appropriate measure of progress because it most faithfully represents when the value of the services is 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 ratably subscription, we recognize revenue as the services are rendered.

Stock-Based Compensation

We account for stock-based compensation expense related to stock-based awards based on the estimated fair value of the award on the grant date. We historically issued options to purchase shares of our common stock under our 2012 equity incentive plan, or the 2012 Plan. Following the IPO, we ceased granting awards under the 2012 Plan, and all shares that remained available for issuance under the 2012 Plan at that time were transferred to our 2019 equity incentive plan, or the 2019 Plan. Under the 2019 Plan, we may grant stock options, stock appreciation rights, restricted stock awards, restricted stock units, or RSUs, and performance-based and other awards, each valued or based on our Class A common stock, to our employees, directors, consultants, and advisors. Through December 31, 2019, we have only issued stock options and RSUs in connection with the 2012 Plan and 2019 Plan. For further information see Note 11 in our Notes to Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Annual Report on Form 10-K.

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.* Prior to our IPO, the fair value of common stock underlying the stock options had historically been determined by our Board of Directors, with input from our management. Our Board of Directors previously determined the fair value of the common stock at the time of grant of the options by considering a number of objective and subjective factors, including the results of contemporaneous independent third-party valuations of our common stock, 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, the lack of marketability of our common stock, actual operating and financial results, current business conditions and projections, the likelihood of achieving a liquidity event, such as an initial public offering or a merger or acquisition of our company given prevailing market conditions. Subsequent to our IPO, the fair value of the underlying common stock is determined by the closing price, on the date of grant, of our Class A common stock, as reported by the Nasdaq.
- *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,		
	2020	2019	2018
Expected dividend yield	—	—	—
Expected volatility	38.9%	38.9% - 39.5%	38.4% - 39.0%
Expected term (years)	6.1	5.2 - 6.3	5.8 - 6.1
Risk-free interest rate	1.7%	1.4% - 2.6%	2.6% - 3.0%

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 adopted ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718)*, 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. We recognized a cumulative effect of \$0.8 million to accumulated deficit as of January 1, 2018 upon adoption. For further information see Note 2 in our Notes to Consolidated Financial Statements included in "Part II, Item 8. Financial Statements" of this Annual Report on Form 10-K.

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.

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.

Convertible Senior Notes

In accounting for the issuance of the Company's 2025 Notes, the 2025 Notes were separated into liability and equity components. The carrying amounts of the liability component was calculated by measuring the fair value of similar liabilities that do not have associated convertible features. The carrying amount of the equity component representing the conversion option was determined by deducting the fair value of the liability component from the par value of the respective 2025 Notes. This difference represents the debt discount that is amortized to interest expense over the contractual terms of the 2025 Notes using the effective interest rate method. The equity component was recorded in additional paid-in capital and is not remeasured as long as it continues to meet the conditions for equity classification.

In accounting for the debt issuance costs related to the 2025 Notes, the Company allocated the total amount incurred to the liability and equity components of the 2025 Notes based on their relative values. Issuance costs attributable to the liability component are being amortized to interest expense over the contractual terms of the 2025 Notes. The issuance costs attributable to the equity component were netted against the equity component in additional paid-in capital.

Recently Adopted Accounting Pronouncements

See Note 2, in our Notes to Consolidated Financial Statements included in "Part II, Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K for a discussion of recent accounting pronouncements.

Item 7A. Quantitative and Qualitative 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 December 31, 2020, we had \$206.9 million in cash equivalents, and \$1,292.5 million in marketable securities, which consisted of commercial debt, certificates of deposit, U.S. government treasury and agency securities, and commercial paper. In addition, we had \$3.8 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. Our investments are exposed to market risk due to a fluctuation in interest rates, which may affect our interest income and the fair market value of our investments. As of December 31, 2020, a hypothetical 10% relative change in interest rates would not have a material impact on our consolidated financial statements.

On June 2, 2020, we issued \$747.5 million aggregate principal amount of the 2025 Notes. The fair value of the 2025 Notes is subject to interest rate risk, market risk and other factors due to the conversion feature. The fair value of the 2025 Notes will generally increase as our Class A common stock price increases and will generally decrease as our Class A common stock price declines. The interest and market value changes affect the fair value of the 2025 Notes but do not impact our financial position, cash flows, or results of operations due to the fixed nature of the debt obligation. Additionally, we carry the 2025 Notes at face value less unamortized discount and unamortized issuance costs on our balance sheet, and we present the fair value for required disclosure purposes only.

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, Ireland, 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.

Item 8. Financial Statements and Supplementary Data

DATADOG, INC.
Form 10-K
For the Fiscal Year Ended December 31, 2020

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To the Stockholders and the Board of Directors 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, 2020 and 2019, the related consolidated statements of operations, comprehensive loss, convertible preferred stock and stockholders' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2020, 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, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 1, 2021, expressed an unqualified opinion on the Company's internal control over financial reporting.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, effective January 1, 2019, the company has adopted the FASB Accounting Standards Update 2016-2, Leases, using the modified retrospective approach.

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 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. 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.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition — Identification of Performance Obligations – Refer to Note 2 to the financial statements

Critical Audit Matter Description

As described in Note 2 to the financial statements, the Company generates revenue from the sale of subscription services contracts to customers using its cloud-based platform. Subscription services contracts with certain of the Company's customers may include non-standard terms and conditions and promises to transfer multiple services.

Contracts with customers that contain non-standard terms and conditions and promises to transfer multiple services require significant judgment by management to identify the distinct performance obligations in the arrangement. Distinct performance obligations will be accounted for as separate performance obligations, while non-distinct services are combined with others to form a single performance obligation.

Given the complexity of the Company's subscription services contracts with certain customers, coupled with management's judgments involved in identifying distinct performance obligations and non-standard terms and conditions, auditing the Company's subscription services contracts with certain customers required a high degree of auditor judgment.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Company's subscription contracts with certain customers included, among others:

- We obtained an understanding, evaluated the design, and tested the operating effectiveness of management's controls over revenue recognition. This includes management's controls over the identification of performance obligations and non-standard terms and conditions in subscription contracts with certain large customers, as well as the allocation of revenue to each performance obligation.
- We evaluated a sample of subscription contracts with customers to determine if all the promises referred to in the contract were properly identified by management and accounted for as distinct performance obligations by performing the following:
 - Obtained and read the subscription contract and independently assessed the terms of the contract to identify all promises and non-standard terms and conditions.
 - For each promise identified, we evaluated whether such promise represented a distinct "performance obligation", as prescribed by Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*.
 - We evaluated the completeness and accuracy of the performance obligations by comparing those identified by us to those identified by management.

Convertible Senior Notes – Refer to Note 9 to the financial statements

Critical Audit Matter Description

As discussed in Note 9 to the financial statements, in June 2020, the Company issued convertible senior notes due 2025 (the "Convertible Notes"). Concurrent with the issuance of the Convertible Notes, the Company entered into capped call transactions that are exercisable upon conversion of the Convertible Notes (collectively with the Convertible Notes referred to as the "Convertible Notes Transactions"). In accounting for the issuance of the Convertible Notes, management allocated the total proceeds into liability and equity components. The valuation model used in determining the fair value of the liability component for the Convertible Notes, includes inputs subject to management's judgment including the non-convertible coupon interest rate. The determination of the non-convertible coupon interest rate is complex and involves significant judgment exercised by management. Additionally, the accounting for the Convertible Notes Transactions was complex, as it required assessment as to whether features, other than the conversion feature, required bifurcation and separate valuation.

We identified the accounting for and valuation of the Convertible Notes Transactions as a critical audit matter because of the complexity in applying the accounting framework and the significant estimates and judgments made by management in the determination of the fair value of the liability component. This required a high degree of auditor judgment and an increased extent of effort when performing audit procedures to evaluate the appropriateness of the accounting framework and assess the reasonableness of the fair value estimates and assumptions, including the involvement of our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the accounting for the Convertible Notes Transactions, including management's judgments and calculations related to the determination of the fair value of the liability component of the Convertible Notes, involved the following procedures, among others:

- We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's accounting for the Convertible Notes Transactions as well as the determination of the fair value of the liability component.
- With the assistance of professionals in our firm having expertise in accounting treatment for financial instruments, we evaluated the Company's conclusions regarding the accounting treatment applied to the Convertible Notes Transactions.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the valuation methodology and the significant assumptions used to determine the fair value of the liability component.

/s/ Deloitte & Touche LLP

New York, New York
March 1, 2021

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, 2020	December 31, 2019
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 224,927	\$ 597,297
Marketable securities	1,292,532	176,674
Accounts receivable, net of allowance for credit losses of \$2,468 and \$817 as of December 31, 2020 and 2019, respectively	163,359	102,394
Deferred contract costs, current	13,638	8,346
Prepaid expenses and other current assets	23,624	19,231
Total current assets	1,718,080	903,942
Property and equipment, net	47,197	32,749
Operating lease assets	57,829	53,002
Goodwill	17,609	9,058
Intangible assets, net	2,069	1,435
Deferred contract costs, non-current	26,750	17,409
Restricted cash	3,784	3,456
Other assets	16,967	16,990
TOTAL ASSETS	\$ 1,890,285	\$ 1,038,041
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 21,342	\$ 15,429
Accrued expenses and other current liabilities	55,351	38,746
Operating lease liabilities, current	16,326	11,916
Deferred revenue, current	204,825	134,148
Total current liabilities	297,844	200,239
Operating lease liabilities, non-current	51,433	48,510
Convertible senior notes, net	575,864	—
Deferred revenue, non-current	3,450	4,340
Other liabilities	4,262	2,611
Total liabilities	932,853	255,700
COMMITMENTS AND CONTINGENCIES (NOTE 10)		
STOCKHOLDERS' EQUITY:		
Class A common stock, \$0.00001 par value per share; 2,000,000,000 shares authorized as of December 31, 2020 and 2019; 218,510,509 and 64,308,498 shares issued and outstanding as of December 31, 2020 and 2019, respectively	2	1
Class B common stock, \$0.00001 par value per share; 310,000,000 shares authorized as of December 31, 2020 and 2019; 87,369,554 and 232,078,452 shares issued and outstanding as of December 31, 2020 and 2019, respectively	1	2
Additional paid-in capital	1,103,305	905,821
Accumulated other comprehensive income	2,287	133
Accumulated deficit	(148,163)	(123,616)
Total stockholders' equity	957,432	782,341
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 1,890,285	\$ 1,038,041

See accompanying notes to consolidated financial statements.

DATADOG, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)

	Year Ended December 31,		
	2020	2019	2018
Revenue	\$ 603,466	\$ 362,780	\$ 198,077
Cost of revenue	130,197	88,949	46,529
Gross profit	473,269	273,831	151,548
Operating expenses:			
Research and development	210,626	111,425	55,176
Sales and marketing	213,660	146,657	88,849
General and administrative	62,756	35,889	18,556
Total operating expenses	487,042	293,971	162,581
Operating loss	(13,773)	(20,140)	(11,033)
Other (expense) income:			
Interest expense	(30,434)	(32)	—
Interest income and other income, net	21,985	4,196	793
Other (expense) income, net	(8,449)	4,164	793
Loss before provision for income taxes	(22,222)	(15,976)	(10,240)
Provision for income taxes	(2,325)	(734)	(522)
Net loss	\$ (24,547)	\$ (16,710)	\$ (10,762)
Net loss attributable to common stockholders	\$ (24,547)	\$ (16,710)	\$ (10,762)
Basic and diluted net loss per share	\$ (0.08)	\$ (0.12)	\$ (0.15)
Weighted average shares used in calculating basic and diluted net loss per share:	300,350	139,873	70,951

See accompanying notes to consolidated financial statements.

DATADOG, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands)

	Year Ended December 31,		
	2020	2019	2018
Net loss	\$ (24,547)	\$ (16,710)	\$ (10,762)
Other comprehensive income:			
Foreign currency translation adjustments	1,089	55	78
Unrealized gain on available-for-sale marketable securities	1,065	47	—
Other comprehensive income	2,154	102	78
Comprehensive loss	<u>\$ (22,393)</u>	<u>\$ (16,608)</u>	<u>\$ (10,684)</u>

See accompanying notes to consolidated financial statements.

DATADOG, INC.

CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)
(in thousands, except share data)

	Convertible Preferred Stock		Class A and Class B Common Stock		Common Stock		Non-Voting Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
BALANCE—December 31, 2017	179,814,912	\$ 140,805	—	\$ —	62,160,984	\$ —	1,137,000	\$ —	\$ 19,716	\$ (48)	\$ (95,369)	\$ (75,701)
Effect of adoption of ASU 2016-19	—	—	—	—	—	—	—	—	775	—	(775)	—
BALANCE—January 1, 2018	179,814,912	140,805	—	—	62,160,984	—	1,137,000	—	20,491	(48)	(96,144)	(75,701)
Issuance of common stock upon exercise of stock options	—	—	—	—	14,882,622	—	—	—	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	—	—	—	—	1,137,000	—	(1,137,000)	—	—	—	—	—
Other comprehensive income	—	—	—	—	—	—	—	—	—	79	—	79
Net loss	—	—	—	—	—	—	—	—	—	—	(10,762)	(10,762)
BALANCE—December 31, 2018	179,814,912	\$ 140,805	—	\$ —	78,180,606	\$ —	—	\$ —	\$ 30,834	\$ 31	\$ (106,906)	\$ (76,041)
Issuance of common stock upon exercise of stock options	—	—	429,430	—	10,117,557	—	—	—	7,173	—	—	7,173
Issuance of restricted shares of common stock	—	—	244,445	—	—	—	—	—	—	—	—	—
Vesting of early exercised stock options	—	—	—	—	—	—	—	—	1,883	—	—	1,883
Stock-based compensation	—	—	—	—	—	—	—	—	19,235	—	—	19,235
Conversion of convertible preferred stock to common stock in connection with third-party tender offer	(803,481)	(53)	—	—	803,481	—	—	—	53	—	—	53
Reclassification of common stock to class A and class B common stock	—	—	89,101,644	—	(89,101,644)	—	—	—	—	—	—	—
Conversion of convertible preferred stock to class B common stock in connection with initial public offering	(179,011,431)	(140,752)	179,011,431	2	—	—	—	—	140,750	—	—	140,752
Issuance of class A common stock in connection with initial public offering, net of underwriting discounts and issuance costs	—	—	27,600,000	1	—	—	—	—	705,893	—	—	705,894
Other comprehensive income	—	—	—	—	—	—	—	—	—	102	—	102
Net loss	—	—	—	—	—	—	—	—	—	—	(16,710)	(16,710)
BALANCE—December 31, 2019	—	\$ —	296,386,950	\$ 3	—	\$ —	—	\$ —	\$ 905,821	\$ 133	\$ (123,616)	\$ 782,341
Issuance of common stock upon exercise of stock options	—	—	8,753,274	—	—	—	—	—	16,009	—	—	16,009
Vesting of early exercised stock options	—	—	—	—	—	—	—	—	1,177	—	—	1,177
Vesting of restricted stock units	—	—	170,892	—	—	—	—	—	—	—	—	—
Issuance of restricted shares of common stock	—	—	120,992	—	—	—	—	—	5,169	—	—	5,169
Issuance of common stock under the employee stock purchase plan, net of shares withheld for taxes	—	—	447,955	—	—	—	—	—	13,906	—	—	13,906
Stock-based compensation	—	—	—	—	—	—	—	—	77,778	—	—	77,778
Equity component of 2025 Convertible Senior Notes, net	—	—	—	—	—	—	—	—	173,070	—	—	173,070
Purchases of capped calls related to 2025 Convertible Senior Notes	—	—	—	—	—	—	—	—	(89,625)	—	—	(89,625)
Change in accumulated other comprehensive income	—	—	—	—	—	—	—	—	—	2,154	—	2,154
Net loss	—	—	—	—	—	—	—	—	—	—	(24,547)	(24,547)
BALANCE—December 31, 2020	—	\$ —	305,880,063	\$ 3	—	\$ —	—	\$ —	\$ 1,103,305	\$ 2,287	\$ (148,163)	\$ 957,432

See accompanying notes to consolidated financial statements.

DATADOG, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31,		
	2020	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	\$ (24,547)	\$ (16,710)	\$ (10,762)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	15,450	12,370	6,026
Amortization of discounts or premiums on marketable securities	9,753	12	—
Amortization of debt discount and issuance costs	18,727	—	—
Amortization of deferred contract costs	10,447	5,400	2,671
Stock-based compensation, net of amounts capitalized	74,374	19,034	5,244
Non-cash lease expense	14,060	11,763	—
Allowance for credit losses on accounts receivable	3,283	1,195	477
Loss on disposal of property and equipment	10	708	9
Changes in operating assets and liabilities:			
Accounts receivable, net	(64,248)	(47,510)	(25,322)
Deferred contract costs	(25,080)	(20,146)	(8,925)
Prepaid expenses and other current assets	(4,403)	(10,046)	(1,331)
Other assets	968	(8,486)	(6,955)
Accounts payable	6,539	2,484	7,241
Accrued expenses and other liabilities	3,970	6,376	10,857
Deferred revenue	69,788	67,790	31,599
Net cash provided by operating activities	<u>109,091</u>	<u>24,234</u>	<u>10,829</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of marketable securities	(1,794,562)	(176,639)	—
Maturities of marketable securities	506,554	—	—
Proceeds from sale of marketable securities	163,630	—	—
Purchases of property and equipment	(5,415)	(13,315)	(9,662)
Capitalized software development costs	(20,468)	(10,128)	(6,176)
Cash paid for acquisition of businesses; net of cash acquired	(2,363)	(2,138)	(1,618)
Net cash used in investing activities	<u>(1,152,624)</u>	<u>(202,220)</u>	<u>(17,456)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from exercise of stock options	15,985	7,899	7,782
Proceeds from initial public offering, net of underwriting discounts and commissions and other offering costs	(421)	706,317	—
Proceeds from issuance of common stock under the employee stock purchase plan	15,170	—	—
Employee payroll taxes paid related to net share settlement under the employee stock purchase plan	(1,040)	—	—
Proceeds from issuance of convertible senior notes, net of issuance costs	730,207	—	—
Purchase of capped call related to convertible senior notes	(89,625)	—	—
Net cash provided by financing activities	<u>670,276</u>	<u>714,216</u>	<u>7,782</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	779	(21)	47
NET INCREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	(372,478)	536,209	1,202
CASH, CASH EQUIVALENTS AND RESTRICTED CASH—Beginning of period	601,189	64,980	63,778
CASH, CASH EQUIVALENTS AND RESTRICTED CASH—End of period	<u>\$ 228,711</u>	<u>\$ 601,189</u>	<u>\$ 64,980</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid for income taxes	\$ 410	\$ 143	\$ 36
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:			
Accrued property and equipment purchases	\$ 234	\$ 315	\$ 25
Stock-based compensation included in capitalized software development costs	\$ 3,404	\$ 201	\$ 167
Vesting of early exercised options	\$ 1,177	\$ 1,883	\$ 375
Costs related to initial public offering included in accounts payable and accrued liabilities	\$ —	\$ 423	\$ —
Issuance of restricted shares of common stock for the acquisition of businesses	\$ 5,169	\$ —	\$ —
Acquisition holdback	\$ 1,500	\$ —	\$ —
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	\$ 224,927	\$ 597,297	\$ 53,639
Restricted cash – Including amounts in prepaid expense and other current assets and other assets	3,784	3,892	11,341
Total cash, cash equivalents and restricted cash	<u>\$ 228,711</u>	<u>\$ 601,189</u>	<u>\$ 64,980</u>

See accompanying notes to consolidated financial statements.

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, log management and security monitoring, 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.

Initial Public Offering

On September 23, 2019, the Company completed its initial public offering (“IPO”), in which the Company issued and sold 24,000,000 shares of its Class A common stock at a public offering price of \$27.00 per share, which resulted in net proceeds of \$615.6 million after deducting underwriting discounts and commissions. On September 25, 2019, the underwriters exercised their option to purchase an additional 3,600,000 shares of Class A common stock at \$27.00 per share, resulting in additional proceeds of \$92.3 million, net of underwriters’ discounts and commissions. Immediately prior to the closing of the IPO, all shares of common stock then outstanding were reclassified as Class B common stock and all shares of the convertible preferred stock then outstanding automatically converted into 179,011,431 shares of Class B common stock.

The Company incurred \$2.0 million of net offering costs in connection with the IPO which were recorded as an offset against IPO proceeds.

Stock Split and Authorized Shares

On January 2, 2018, the Company’s Board of Directors (the “Board”) and stockholders approved a 4-for-1 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.

On September 6, 2019, the Board and stockholders approved an amended and restated certificate of incorporation of the Company effecting a 3-for-1 stock split of the Company’s issued and outstanding shares of common stock and convertible preferred stock, and an increase to the authorized shares of the Company’s common stock and convertible preferred stock to 380,000,000 shares and 179,814,912 shares, respectively. The split was effected on September 6, 2019 and 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 3-for-1 stock split on September 6, 2019.

On September 23, 2019, an amended and restated certificate of incorporation of the Company was filed immediately prior to the closing of the IPO authorizing an aggregate of 2,330,000,000 shares of capital stock of the Company, including 2,000,000,000 shares of Class A common stock, 310,000,000 shares of Class B common stock and 20,000,000 shares of preferred stock.

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 the fair value of marketable securities, the allowance for credit losses, 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, stock-based compensation including the determination of the fair value of the Company's stock prior to its IPO, fair value of common stock and redeemable convertible preferred stock prior to the IPO, valuation of long-lived assets and their recoverability, including goodwill, the incremental borrowing rate for operating leases, estimated expected period of benefit period for deferred contract costs, fair value of the liability component of the convertible debt, 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.

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) income as a separate component of stockholders' equity (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 (expense) income, net in the accompanying consolidated statements of operations when realized.

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, annual or multi-year. 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 or multi-year subscription in advance, 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 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 to the performance obligations in the contract; 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, synthetics monitoring, security monitoring, continuous profiling, serverless monitoring, network monitoring, real user monitoring and incident management as well as secondary services including custom metrics in dashboard monitoring, docker container monitoring, and indexed spans. 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 is 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.

Deferred Revenue and Remaining Performance Obligations

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 Company records contract liabilities to deferred revenue when customers are billed or when the Company receives customer payments in advance of the performance obligations being satisfied on the Company's contracts.

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.

Convertible Senior Notes

In accounting for the issuance of the Company's convertible senior notes (the "2025 Notes"), the 2025 Notes were separated into liability and equity components. The carrying amounts of the liability component was calculated by measuring the fair value of similar liabilities that do not have associated convertible features. The carrying amount of the equity component representing the conversion option was determined by deducting the fair value of the liability component from the par value of the respective 2025 Notes. This difference represents the debt discount that is amortized to interest expense over the contractual terms of the 2025 Notes using the effective interest rate method. The equity component was recorded in additional paid-in capital and is not remeasured as long as it continues to meet the conditions for equity classification.

In accounting for the debt issuance costs related to the 2025 Notes, the Company allocated the total amount incurred to the liability and equity components of the 2025 Notes in the same proportion as the allocation of the proceeds. Issuance costs attributable to the liability component are being amortized to interest expense over the contractual terms of the 2025 Notes. The issuance costs attributable to the equity component were netted against the equity component in additional paid-in capital.

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.

Sales and Marketing Costs

Sales and marketing costs consist primarily of personnel costs for the Company's sales and marketing organization, including stock-based compensation and commissions, costs of general marketing and promotional activities, including the free tier and introductory trials of the Company's products, travel-related expenses and allocated overhead costs.

Advertising Costs

Advertising costs are expensed as incurred and were approximately \$21.6 million, \$9.5 million and \$8.3 million for the years ended December 31, 2020, 2019 and 2018, respectively, and are included in sales and marketing expense in the accompanying consolidated statement of operations.

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 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.

Stock-Based Compensation

The Company recognizes and measures compensation expense for all stock-based payment awards granted to employees, directors, and nonemployees, including stock options, restricted stock units ("RSUs"), and the employee stock purchase plan (the "ESPP") based on the 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. The fair value of RSUs is determined by the closing price on the date of grant of the Company's Class A common stock, as reported on The Nasdaq Global Select Market. The Company estimates the fair value of the rights to acquire stock under the ESPP using the Black-Scholes option pricing model. Stock-based compensation is recognized on a straight-line basis over the requisite service period and account for forfeitures as they occur.

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.

Marketable Securities

The Company's marketable securities consist of commercial debt securities, U.S. government treasury securities, and commercial paper. The Company determines the appropriate classification of its marketable securities at the time of purchase and reevaluates such designation at each balance sheet date. The Company has classified and accounted for its marketable securities as available-for-sale securities as the Company may sell these securities at any time for use in its current operations or for other purposes, even prior to maturity. As a result, the Company classifies its marketable securities within current assets on the consolidated balance sheet.

Available-for-sale securities are recorded at fair value each reporting period. Premiums and discounts are amortized or accreted over the life of the related available-for-sale security as an adjustment to yield using the effective interest method. Interest income is recognized when earned. Unrealized gains and losses on these marketable securities are presented net of tax and reported as a separate component of accumulated other comprehensive income until realized. Realized gains and losses are determined based on the specific identification method and are reported in Interest income and other income, net in the consolidated statements of operations.

The Company periodically evaluates its marketable securities to assess whether an investment's fair value is less than its amortized cost basis and if the decline in the fair value is attributable to a credit loss. Declines in fair value judged to be related to credit loss are reported in Interest income and other income, net in the consolidated statements of operations.

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, marketable securities and accounts receivable. Cash deposits may, at times, exceed amounts insured by the Federal Deposit Insurance Corporation ("FDIC") and the Securities Investor Protection Corporation ("SIPC"). The Company has not experienced any losses on its deposits of cash and cash equivalents to date. 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.

Geographical Information- Long lived assets

As of December 31, 2020, and 2019, 68% and 70% of the Company's long lived assets were located in the United States and 32% and 30% were located outside of the United States, respectively.

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.

The Company's financial instruments consist of cash equivalents, marketable securities, accounts receivable, accounts payable and accrued expenses. Cash equivalents are stated at amortized cost, which approximates fair value at the balance sheet dates, due to the short period of time to maturity. Marketable securities are recorded at fair value. 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 and Allowance for Credit Losses

Accounts receivable includes billed and unbilled receivables. Trade accounts receivable are recorded at invoiced amounts and do not bear interest. 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 credit losses by considering the age of each outstanding invoice and the collection history to determine the appropriate amount of allowance for credit losses. Accounts receivable deemed uncollectible are charged against the allowance for credit losses 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, substantially all of which is expected to be billed and collected within one year.

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. There are no sales commissions earned on renewals. 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.

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	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 on October 1, 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, 2020, 2019 or 2018.

Operating Leases

The Company determines if an arrangement is a lease at inception. 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 sheets. For short-term leases (an initial term of 12 months or less), an operating lease asset and corresponding lease liability are not recorded and the Company records rent expense in its consolidated statements of operations on a straight-line basis over the lease term. Operating lease assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of the Company's leases do not provide an implicit rate, the Company generally uses its incremental borrowing rate based on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The operating lease assets also include any lease payments made and excludes lease incentives. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company has lease agreements with lease and non-lease components, which are accounted for separately.

Prior to the adoption of ASC 842, *Leases* on January 1, 2019, the Company recorded 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.

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 the Company is 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 the Company's losses.

Accounting Pronouncements Recently Adopted

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU No. 2016-13"), which requires an entity to utilize a new impairment model known as the current expected credit loss ("CECL") model to estimate its lifetime "expected credit loss" and record an allowance that, when deducted from the amortized cost basis of the financial asset, presents the net amount expected to be collected on the financial asset. The CECL model is expected to result in more timely recognition of credit losses. Additionally, ASU No. 2016-13 amends the current available-for-sale security impairment model for debt securities held for investment. The new model will require an estimate of expected credit losses when the fair value is below the amortized cost of the asset. The credit-related impairment (and subsequent recoveries) are recognized as an allowance on the balance sheet with a corresponding adjustment to the income statement. Non-credit related losses will continue to be recognized through Other Comprehensive Income (Loss) ("OCI"). This guidance also requires new disclosures for financial assets measured at amortized cost, loans and available-for-sale debt securities. Entities will apply the standard's provisions as a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is adopted. The Company adopted this ASU on January 1, 2020 and determined that ASU No. 2016-13 had no material impact on the Company's consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-15, *Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract* ("ASU No. 2018-15"), which aligns the accounting for implementation costs incurred in a hosting arrangement that is a service contract with the accounting for implementation costs incurred to develop or obtain internal-use software under Accounting Standard Codification ("ASC") 350-40, *Internal-Use Software*, in order to determine which costs to capitalize and recognize as an asset and which costs to expense. The Company adopted ASU No. 2018-15 on January 1, 2020 and applied it prospectively to implementation costs incurred after the date of adoption. The Company's adoption of ASU No. 2018-15 had no material impact on the Company's consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* ("ASU No. 2019-12"), which aims to reduce complexity in accounting standards by improving certain areas of GAAP without compromising information provided to users of financial statements. ASU No. 2019-12 removes certain exceptions to the general principles in Topic 740 and clarifies and amends existing guidance to improve consistent application. It is effective for interim and annual periods beginning after December 15, 2020, with early adoption permitted. The Company early adopted ASU No. 2019-12 during the quarter ended September 30, 2020 with no material impact on the Company's consolidated financial statements.

Accounting Pronouncements Not Yet Adopted

In August 2020, the FASB issued ASU No. 2020-06, *Accounting for Convertible Instruments and Contracts in an Entity's Own Equity* ("ASU No. 2020-06"), which simplifies the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts in an entity's own equity. Among other changes, ASU No. 2020-06 removes from GAAP the liability and equity separation model for convertible instruments with a cash conversion feature, and as a result, after adoption, entities will no longer separately present in equity an embedded conversion feature for such convertible debt instruments. Similarly, the debt discount, that is equal to the carrying value of the embedded conversion feature upon issuance, will no longer be amortized into income as interest expense over the life of the instrument. Instead, entities will account for a convertible debt instrument wholly as debt unless (1) a convertible instrument contains features that require bifurcation as a derivative under ASC Topic 815, *Derivatives and Hedging*, or (2) a convertible debt instrument was issued at a substantial premium. Among other potential impacts, this change is expected to reduce reported interest expense, increase reported net income, and result in a reclassification of certain conversion feature balance sheet amounts from stockholders' equity to liabilities. Additionally, ASU No. 2020-06 requires the application of the if-converted method to calculate the impact of convertible instruments on diluted earnings per share and include the effect of share settlement for instruments that may be settled in cash or shares, except for certain liability-classified share-based payment awards. ASU No. 2020-06 is effective for fiscal years beginning after December 15, 2021, with early adoption permitted for fiscal years beginning after December 15, 2020 and can be adopted on either a fully retrospective or modified retrospective basis. The Company chose to early adopt ASU No. 2020-06 on January 1, 2021, using the modified retrospective basis. Adoption is expected to result in \$16.8 million decrease to the opening balance of accumulated deficit.

3. Marketable Securities

The following is a summary of available-for-sale marketable securities, excluding those securities classified within cash and cash equivalents on the consolidated balance sheet as of December 31, 2020 and December 31, 2019 (in thousands):

	December 31, 2020			
	Amortized Cost	Unrealized Gain	Unrealized Losses	Fair Value
Commercial debt securities	\$ 926,836	\$ 1,157	\$ (143)	\$ 927,850
Certificates of deposit	47,214	43	(1)	47,256
U.S. government treasury securities	108,092	203	(1)	108,294
Commercial paper	209,111	32	(11)	209,132
Marketable securities	<u>\$ 1,291,253</u>	<u>\$ 1,435</u>	<u>\$ (156)</u>	<u>\$ 1,292,532</u>

	December 31, 2019			
	Amortized Cost	Unrealized Gain	Unrealized Losses	Fair Value
Commercial debt securities	\$ 80,376	\$ 46	\$ (5)	\$ 80,417
U.S. government treasury securities	72,467	10	(4)	72,473
Commercial paper	23,784	—	—	23,784
Marketable securities	<u>\$ 176,627</u>	<u>\$ 56</u>	<u>\$ (9)</u>	<u>\$ 176,674</u>

As of December 31, 2020, the fair values of available-for-sale marketable securities, by remaining contractual maturity, were as follows (in thousands):

Due within one year	\$ 994,178
Due in one year through five years	298,354
Total	<u>\$ 1,292,532</u>

The Company does not believe that any unrealized losses are attributable to credit-related factors based on its evaluation of available evidence. To determine whether a decline in value is related to credit loss, the Company evaluates, among other factors: the extent to which the fair value is less than the amortized cost basis, changes to the rating of the security by a rating agency and any adverse conditions specifically related to an issuer of a security or its industry. Unrealized gain and losses on marketable securities are presented net of tax.

4. Fair Value Measurements

The following tables present information about the Company's financial assets and liabilities that have been measured at fair value on a recurring basis as of December 31, 2020 and 2019, and indicate the fair value hierarchy of the valuation inputs utilized to determine such fair value (in thousands):

	Fair Value Measurement as of December 31, 2020			
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Cash equivalents:				
Money market funds	\$ 181,743	\$ —	\$ —	\$ 181,743
Commercial paper	—	25,195	—	25,195
Marketable Securities:				
Corporate debt securities	—	927,850	—	927,850
Certificates of deposit	—	47,256	—	47,256
U.S. government treasury securities	—	108,294	—	108,294
Commercial paper	—	209,132	—	209,132
Total financial assets	\$ 181,743	\$ 1,317,727	\$ —	\$ 1,499,470

	Fair Value Measurement as of December 31, 2019			
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Cash equivalents:				
Money market funds	\$ 588,762	\$ —	\$ —	\$ 588,762
Marketable Securities:				
Corporate debt securities	—	80,417	—	80,417
U.S. government treasury securities	—	72,473	—	72,473
Commercial paper	—	23,784	—	23,784
Total financial assets	\$ 588,762	\$ 176,674	\$ —	\$ 765,436

The Company classifies its highly liquid money market funds within Level 1 of the fair value hierarchy because they are valued based on quoted market prices in active markets. The Company classifies its commercial paper, corporate debt securities, certificates of deposit and U.S. government treasury securities within Level 2 because they are valued using inputs other than quoted prices that are directly or indirectly observable in the market, including readily available pricing sources for the identical underlying security which may not be actively traded.

In addition to its cash equivalents and marketable securities, the Company measures the fair value of its outstanding convertible senior notes on a quarterly basis for disclosure purposes. The Company considers the fair value of the convertible senior notes to be a Level 2 measurement due to limited trading activity of the convertible senior notes. Refer to Note 9, *Convertible Senior Notes*, to the consolidated financial statements for further details.

5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	December 31, 2020	December 31, 2019
Hosting	\$ 7,196	\$ 9,180
General prepaid expenses	8,224	5,700
Other receivables	7,836	2,578
Rent	336	821
Marketing	32	516
Restricted cash	—	436
Total prepaid expenses and other current assets	<u>\$ 23,624</u>	<u>\$ 19,231</u>

6. Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

	December 31, 2020	December 31, 2019
Computers and equipment	\$ 11,490	\$ 7,536
Furniture and fixtures	5,087	4,804
Leasehold improvements	17,639	16,517
Capitalized software development costs	48,502	24,630
Total property and equipment	<u>\$ 82,718</u>	<u>\$ 53,487</u>
Less: accumulated depreciation and amortization	<u>(35,521)</u>	<u>(20,738)</u>
Total property and equipment, net	<u>\$ 47,197</u>	<u>\$ 32,749</u>

As discussed in Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*—Internal Use Software Development Costs, 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 \$14.5 million, \$11.6 million, and \$5.5 million for the years ended December 31, 2020, 2019 and 2018, respectively.

7. Acquisition, Intangible Assets and Goodwill

2020 Acquisition

During the year ended December 31, 2020, the Company completed an acquisition with the purchase price in cash and stock. The acquisition was accounted for as a business combination in accordance with ASC 805, *Business Combinations*. The purchase price was allocated to intangible assets in the amount of \$1.5 million and goodwill in the amount of \$7.8 million based on the respective estimated fair values. The resulting goodwill is not deductible for income tax purposes.

2019 Acquisition

On November 6, 2019, the Company entered into a Stock Purchase Agreement whereby the Company acquired all of the issued and outstanding shares of a target company for \$2.2 million in cash consideration. The acquisition was accounted for as a business combination in accordance with ASC 805, *Business Combinations*. Goodwill resulted primarily from the expectation of integrating and enhancing the Company's current data streaming platform. The preliminary allocation of the purchase price was based on available information and assumptions at the time of the initial valuation and may be subject to change within the measurement period. The results of the operations have been included in the Company's consolidated statements of operations 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.

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):

	<u>Fair Value</u>
Fair value of net assets acquired:	
Net tangible assets	\$ 9
Software technology	910
Goodwill	1,285
Total fair value of net assets acquired	<u>\$ 2,204</u>

2018 Acquisition

On September 28, 2018, the Company entered into a Stock Purchase Agreement whereby the Company acquired all of the issued and outstanding shares of a target company for \$1.6 million in cash consideration. The target company 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 the target company'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 the 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.

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):

	<u>Fair Value</u>
Fair value of net assets acquired:	
Net tangible assets (liabilities)	\$ (536)
Developed technology	825
Goodwill	1,334
Total fair value of net assets acquired	<u>\$ 1,623</u>

Intangibles, net consisted of the following (in thousands):

	<u>December 31, 2020</u>			
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>	<u>Amortization Period</u>
Developed technology	\$ 3,331	\$ (1,262)	\$ 2,069	3 years

	<u>December 31, 2019</u>			
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>	<u>Amortization Period</u>
Developed technology	\$ 3,046	\$ (1,611)	\$ 1,435	2-3 years

Intangible amortization expense was approximately \$0.9 million, \$0.8 million and \$0.5 million for the years ended December 31, 2020, 2019 and 2018, 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 December 31, 2020, future amortization expense by year is expected to be as follows (in thousands):

	Amount
2021	\$ 1,042
2022	774
2023	253
Total	<u>\$ 2,069</u>

The changes in the carrying amount of goodwill were as follows (in thousands):

	Amount
Balance as of December 31, 2019	\$ 9,058
Foreign currency translation adjustments	737
2020 acquisition	\$ 7,814
Balance as of December 31, 2020	<u>\$ 17,609</u>

8. Accrued Expenses and Other Current Liabilities

Certain prior year amounts have been reclassified for consistency in presentation with the current year presentation. These reclassifications had no effect on the reported results of operations.

Accrued expenses and other current liabilities consisted of the following (in thousands):

	December 31, 2020	December 31, 2019
Accrued compensation and commissions	\$ 22,186	\$ 16,256
Accrued expenses	20,008	12,505
Early exercise liability-stock options	599	1,776
Other tax liability and sales tax	12,558	8,209
Total accrued expenses and other current liabilities	<u>\$ 55,351</u>	<u>\$ 38,746</u>

9. Convertible Senior Notes

On June 2, 2020, the Company issued \$747.5 million aggregate principal amount of 0.125% convertible senior notes due 2025 (the "2025 Notes") in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended ("Securities Act"). The total net proceeds from the sale of the 2025 Notes, after deducting the initial purchasers' discounts and debt issuance costs, were approximately \$730.2 million. The 2025 Notes bear interest at a rate of 0.125% per year, payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2020. The 2025 Notes will mature on June 15, 2025, unless earlier converted, redeemed or repurchased.

Holders may convert their notes at their option at any time prior to the close of business on the business day immediately preceding March 15, 2025 only under the following circumstances:

- (1) during any calendar quarter commencing after the calendar quarter ending on September 30, 2020 (and only during such calendar quarter), if the last reported sale price of the Company's Class A common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- (2) during the five business day period after any ten consecutive trading day period (the "measurement period") in which the trading price per \$1,000 principal amount of 2025 Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the Company's Class A common stock and the conversion rate on each such trading day;
- (3) if the Company calls such 2025 Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date; or
- (4) upon the occurrence of specified corporate events, as set forth in the indenture governing the 2025 Notes ("the Indenture").

On or after March 15, 2025 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert all or any portion of their notes, in integral multiples of \$1,000 principal amount, at the option of the holder regardless of the foregoing circumstances. The conversion rate for the 2025 Notes is initially 10.8338 shares of Class A common stock per \$1,000 principal amount of notes (equivalent to an initial conversion price of approximately \$92.30 per share of Class A common stock), subject to adjustment as set forth in the Indenture. Upon conversion, the Company will pay or deliver, as the case may be, cash, shares of Class A common stock or a combination of cash and shares of Class A common stock, at the Company's election. If the Company satisfies its conversion obligation solely in cash or through payment and delivery, as the case may be, of a combination of cash and shares of Class A common stock, the amount of cash and shares of Class A common stock, if any, due upon conversion will be based on a daily conversion value calculated on a proportionate basis for each trading day in a 30 trading day observation period as described in the Indenture. In addition, if specific corporate events occur prior to the applicable maturity date, or if the Company elects to redeem the 2025 Notes, the Company will increase the conversion rate for a holder who elects to convert their notes in connection with such a corporate event or redemption in certain circumstances. It is the Company's current intent to settle the principal amount of the 2025 Notes in cash.

During the 12 months ended December 31, 2020, the conditions allowing holders of the 2025 Notes to convert have not been met. The 2025 Notes were therefore not convertible during the 12 months ended December 31, 2020 and were classified as long-term debt on the Company's consolidated balance sheets.

The Company may not redeem the 2025 Notes prior to June 20, 2023. On or after June 20, 2023, and prior to the 31st scheduled trading day immediately preceding the maturity date, the Company may redeem for cash all or any portion of the 2025 Notes, at its option, if the last reported sale price of its Class A common stock was at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides a notice of redemption at a redemption price equal to 100% of the principal amount of the 2025 Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date.

In accounting for the issuance of the 2025 Notes, the 2025 Notes were separated into liability and equity components. The carrying amount of the liability component was calculated by measuring the fair value of similar liabilities that do not have associated convertible features. The carrying amount of the equity component representing the conversion option was determined by deducting the fair value of the liability component from the par value of the respective 2025 Notes. This difference represents the debt discount that is amortized to interest expense over the contractual terms of the 2025 Notes using the effective interest rate method. The carrying amount of the equity component representing the conversion option was \$177.2 million. The equity component was recorded in additional paid-in capital and is not remeasured as long as it continues to meet the conditions for equity classification.

In accounting for the debt issuance costs of \$17.3 million related to the 2025 Notes, the Company allocated the total amount incurred to the liability and equity components of the 2025 Notes in the same proportion as the allocation of the proceeds. Issuance costs attributable to the liability component were \$13.2 million and will be amortized, along with the debt discount, to interest expense over the contractual term of the 2025 Notes at an effective interest rate of 5.97%. Issuance costs attributable to the equity component were \$4.1 million and are netted against the equity component in additional paid-in capital.

The net carrying amount of the liability component of the 2025 Notes was as follows (in thousands):

	December 31, 2020
Principal	\$ 747,500
Unamortized debt discount	(159,547)
Unamortized debt issuance costs	(12,089)
Net carrying amount	<u>\$ 575,864</u>

The net carrying amount of the equity component of the 2025 Notes was as follows (in thousands):

	December 31, 2020
Debt discount for conversion option	\$ 177,169
Issuance costs	(4,099)
Net carrying amount	<u>\$ 173,070</u>

As of December 31, 2020, the total estimated fair value of the 2025 Notes was approximately \$981.7 million. The fair value was determined based on the closing trading price per \$100 of the 2025 Notes as of the last day of trading for the period. The fair value of the 2025 Notes is primarily affected by the trading price of the Company's Class A common stock and market interest rates.

The following table sets forth the interest expense related to the 2025 Notes for years ended December 31, 2020 (in thousands):

	Year Ended December 31, 2020
Contractual interest expense	\$ 540
Amortization of debt discount	17,621
Amortization of issuance costs	1,106
Total	<u>\$ 19,267</u>

Capped Calls

In connection with the pricing of the 2025 Notes, the Company entered into privately negotiated capped call transactions with certain counterparties ("Capped Calls"). The Capped Calls each have an initial strike price of approximately \$92.30 per share, subject to certain adjustments, which corresponds to the initial conversion price of the 2025 Notes. The Capped Calls have initial cap prices of \$151.04 per share, subject to certain adjustments. The Capped Calls are expected to partially offset the potential dilution to the Company's Class A common stock upon any conversion of the 2025 Notes, with such offset subject to a cap based on the cap price. The Capped Calls cover, subject to anti-dilution adjustments, approximately 8.1 million shares of the Company's Class A common stock. For accounting purposes, the Capped Calls are separate transactions, and not part of the 2025 Notes. As these transactions meet certain accounting criteria, the Capped Calls are recorded in stockholders' equity and are not accounted for as derivatives. The cost of \$89.6 million incurred to purchase the Capped Calls was recorded as a reduction to additional paid-in capital and will not be remeasured.

10. Commitments and Contingencies

Non-cancelable Material Commitments—As of December 31, 2020, the Company had purchase commitments of \$184.2 million, primarily related to cloud hosting and other software-based services.

Lease Commitments—The Company has entered into various noncancelable operating leases for its facilities expiring between fiscal 2021 and 2029. 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, 2020, 2019 and 2018 was \$20.8 million, \$16.7 million and \$10.0 million, respectively.

During 2020, 2019 and 2018, the Company recorded \$1.0 million, \$1.0 million and \$0.7 million, respectively, in sub-lease income which were recorded as a credit to rent expense.

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 operating expenses section of the consolidated statement of operations during the year ended December 31, 2019.

In January 2016, the Company recorded a \$5.4 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, 2020, 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 \$5.6 million benefit in the operating expenses section of the consolidated statement of operations during the year ended December 31, 2020.

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, 2020 and 2019.

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 in connection with the indemnification provisions have not been material.

11. Leases

The Company has entered into various noncancelable operating leases for its facilities expiring between fiscal 2021 and 2029. 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.

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 were as follows (in thousands):

	Year Ended December 31, 2020	Year Ended December 31, 2019
Operating lease cost ⁽¹⁾	\$ 17,081	\$ 13,636
Variable lease cost ⁽²⁾	—	94
Short-term lease cost	3,717	2,925

1) Includes non-cash lease expense of \$14.0 million and \$10.4 million for the years ended December 31, 2020 and 2019, respectively.

2) Primarily related to Consumer Price Index adjustments, common area maintenance and property tax.

Supplemental cash flow information and non-cash activity related to the Company's operating leases are as follows (in thousands):

	Year Ended December 31, 2020	Year Ended December 31, 2019
Cash paid for amounts included in measurement of lease liabilities	\$ 15,074	\$ 9,767
Operating lease assets obtained in exchange for new lease liabilities	17,379	14,618

Maturities of lease liabilities by fiscal year for the Company's operating leases are as follows (in thousands):

	Amount
2021	\$ 19,072
2022	20,292
2023	18,210
2024	2,572
2025	2,766
Thereafter	12,747
Total lease payments	\$ 75,659
Less: imputed interest	(7,900)
Present value of lease liabilities	\$ 67,759

As of December 31, 2020, the Company had one additional operating lease that had not yet commenced, which is excluded from the table above. The operating lease will commence in fiscal year 2021 and had \$19.0 million of undiscounted future payments with a lease term of 7.75 years.

Weighted average remaining lease term and discount rate for the Company's operating leases are as follows:

	December 31, 2020	December 31, 2019
Weighted average remaining lease term (years)	4.4	4.0
Weighted average discount rate	4.71%	4.98%

12. Revenue

Geographical Information

Revenue by location is determined by the billing address of the customer. The following table sets forth revenue by geographic area (in thousands):

	Year Ended December 31,		
	2020	2019	2018
North America	\$ 449,899	\$ 272,190	\$ 150,945
International	153,567	90,590	47,132
Total	\$ 603,466	\$ 362,780	\$ 198,077

Other than the United States, no other individual country accounted for 10% or more of total revenue for the years ended December 31, 2020, 2019, or 2018.

Accounts Receivable

As of December 31, 2020, and 2019, unbilled accounts receivable of approximately \$20.1 million and \$14.4 million, respectively, was included in accounts receivable on the Company's consolidated balance sheets.

During the years ended December 31, 2020 and 2019, the Company charged \$1.6 million and \$0.9 million, respectively, of accounts receivable deemed uncollectible against the allowance for credit losses.

Deferred Revenue and Remaining Performance Obligations

Revenue recognized during the years ended December 31, 2020, 2019 and 2018 which was included in the deferred revenue balances at the beginning of each respective period, was \$126.8 million, \$71.0 million, and \$37.1 million.

As of December 31, 2020, and 2019, the aggregate transaction price allocated to remaining performance obligations was \$434.1 million and \$243.8 million, 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. However, the Company expects to recognize substantially all of the remaining performance obligations over the next 24 months and more than a majority will be recognized to revenue over the next 12 months.

Deferred Contract Costs

Deferred contract costs on the Company's consolidated balance sheets were \$40.4 million and \$25.8 million as of December 31, 2020 and 2019, respectively. Amortization expense was \$10.4 million, \$5.4 million and \$2.7 million for the years ended December 31, 2020, 2019 and 2018, respectively.

The following table represents a rollforward of the Company's deferred contract costs (in thousands):

	Amount
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	20,146
Amortization of deferred contract costs	(5,400)
Balance as of December 31, 2019	\$ 25,755
Additions to deferred contract costs	25,080
Amortization of deferred contract costs	(10,447)
Balance as of December 31, 2020	\$ 40,388

13. Stockholders' Equity

Class A and Class B Common Stock

The Company has two classes of common stock, Class A and Class B. The rights of the holders of Class A and Class B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and each share of Class B common stock is entitled to ten votes per share. Shares of Class B common stock may be converted into Class A common stock at any time at the option of the stockholder and are automatically converted upon the sale or transfer to Class A common stock, subject to certain limited exceptions.

During the year ended December 31, 2020, 145,387,306 shares of Class B common stock were converted into Class A common stock.

As of December 31, 2020, the Company had authorized 2,000,000,000 shares of Class A common stock and 310,000,000 shares of Class B common stock, each at a par value per share of \$0.00001, of which 218,510,509 shares of Class A common stock and 87,369,554 shares of Class B common stock were issued and outstanding.

As of December 31, 2020 and 2019, the Company had reserved shares of common stock for future issuance as follows:

	December 31,	
	2020	2019
Options and RSU's outstanding	32,235,043	37,031,861
Shares available for future option and RSU grants	42,797,432	31,729,237
Shares available subject to the 2019 ESPP	9,222,883	6,725,000
	84,255,358	75,486,098

Equity Incentive Plans

The Company has two equity incentive plans, the 2012 equity incentive plan (the "2012 Plan") and the 2019 equity incentive plan (the "2019 Plan"). In connection with the IPO, the Company ceased granting awards under the 2012 Plan, and all shares that remained available for issuance under the 2012 Plan at that time were transferred to the 2019 Plan. Additionally, as of December 31, 2020, there were 27,033,564 shares of Class A common stock issuable upon conversion of Class B common stock underlying options outstanding under the 2012 Plan. Under the 2019 Plan, the Board and any other committee or subcommittee of the Board may grant stock options, stock appreciation rights ("SARs"), restricted stock awards ("RSAs"), restricted stock units ("RSUs"), and performance-based and other awards, each valued or based on the Company's Class A common stock, to employees, consultants, and advisors of the Company. As of December 31, 2020, the Company was authorized to grant awards representing up to 86,086,351 shares under the 2019 Plan and had awards representing 42,797,432 shares of Class A common stock available to grant under the 2019 Plan.

Stock Options

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.

The following table summarizes the assumptions used during the years ended December 31, 2020, 2019 and 2018:

	Year Ended December 31,		
	2020	2019	2018
Expected volatility	38.9%	38.9% - 39.5%	38.4% - 39.0%
Risk-free interest rate	1.7%	1.4% - 2.6%	2.6% - 3.0%
Expected dividend yield	—%	—%	—%
Expected term (in years)	6.1	5.2 - 6.3	5.8 - 6.1
Fair value of common stock	\$ 41.19	\$6.16 - \$38.21	\$2.23 - \$5.63

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—Prior to the IPO, the fair value of common stock underlying the stock-based awards was determined by the Company's Board of Directors. The Board of Directors considered numerous objective and subjective factors to determine the fair value of the Company's common stock at each meeting in which awards were approved. The factors considered included, but were 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. Since the Company's IPO, the fair value of the underlying common stock is determined by the closing price, on the date of grant, of the Company's Class A common stock, which is traded publicly on The Nasdaq Global Select Market.

Stock option activity during the year ended December 31, 2020 is as follows:

	Number of Options Outstanding	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Life (in Years)	Aggregate Intrinsic Value (in thousands)
Balance—December 31, 2018	38,865,057	\$ 0.83	7.9	
Options granted	9,518,730	\$ 9.15		
Options exercised	(10,546,987)	\$ 0.75		
Options forfeited or expired	(1,452,033)	\$ 2.54		
Balance—December 31, 2019	36,384,767	\$ 2.96	7.6	
Exercisable—December 31, 2019	22,327,967	\$ 2.19	7.0	
Balance—December 31, 2019	36,384,767	\$ 2.96		\$ 1,266,938
Options granted	14,600	41.19	—	—
Options exercised	(8,753,274)	1.83	—	—
Options forfeited or expired	(577,770)	4.93	—	—
Balance—December 31, 2020	27,068,323	3.31	6.70	2,575,069
Exercisable—December 31, 2020	16,545,562	\$ 1.39	5.86	\$ 1,605,723

As of December 31, 2020, there were 34,759 shares of Class A common stock and 27,033,564 shares of Class B common stock issuable upon the exercise of options outstanding. As of December 31, 2019, there were 20,700 shares of Class A common stock and 36,364,067 shares of Class B common stock issuable upon the exercise of options outstanding.

Total compensation cost related to unvested awards not yet recognized was approximately \$60.6 million and \$90.5 million as of December 31, 2020 and December 31, 2019, respectively. The weighted-average period over which this compensation cost related to unvested employee awards will be recognized is 2.0 years and 2.7 years as of December 31, 2020 and December 31, 2019, respectively.

The weighted average grant-date fair value of options granted during 2020, 2019 and 2018 was \$16.55, \$8.69 and \$2.48, respectively. The Company received approximately \$16.0 million, \$7.9 million and \$7.8 million in cash proceeds from options exercised during 2020, 2019 and 2018, respectively. The intrinsic value of options exercised in 2020, 2019 and 2018 was approximately \$554.3 million, \$121.3 million and \$36.4 million, respectively. The aggregate fair value of options vested during 2020, 2019 and 2018 was \$27.6 million, \$10.8 million and \$3.5 million, respectively.

Restricted Stock Units

The following table summarizes the activity for the Company's unvested RSUs:

	Shares	Weighted-Average Fair Value	Aggregate Intrinsic Value (in thousands)
Unvested and outstanding balance as of December 31, 2019	\$ 647,094	\$ 36.08	\$ 24,447
Awarded	4,860,097	61.42	—
Vested	(170,892)	36.41	—
Forfeited/canceled	(169,579)	48.24	—
Unvested and outstanding balance as of December 31, 2020	5,166,720	\$ 59.50	\$ 508,612

The Company granted 244,445 and 96,210 restricted shares of Class A common stock in November 2019 and June 2020, respectively, which are subject to service-based vesting conditions over approximately four years.

Total compensation cost related to unvested RSUs and restricted shares of common stock not yet recognized was approximately \$281.5 million and \$30.4 million as of December 31, 2020 and December 31, 2019, respectively. The weighted-average period over which this compensation cost related to unvested RSUs and restricted shares will be recognized is 3.4 years and 3.9 years as of December 31, 2020 and December 31, 2019, respectively. The Company expects to settle RSUs with shares of its Class A common stock.

Stock-Based Compensation

Stock-based compensation expense was included in the consolidated statement of operations as follows (in thousands):

	Year Ended December 31,		
	2020	2019	2018
Cost of revenue	\$ 1,794	\$ 582	\$ 287
Research and development	38,008	7,972	1,641
Sales and marketing	20,467	5,538	1,910
General and administrative	14,105	4,942	1,406
Stock-based compensation, net of amounts capitalized	74,374	19,034	5,244
Capitalized stock-based compensation expense	3,404	201	167
Total stock-based compensation expense	\$ 77,778	\$ 19,235	\$ 5,411

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 438,750 shares of common stock and 1,239,750 shares of common stock as of December 31, 2020 and December 31, 2019, respectively.

Employee Stock Purchase Plan

In September 2019, the Board adopted and approved the 2019 ESPP, which became effective on the date of the final prospectus for the Company's IPO.

The ESPP is implemented through a series of offerings under which eligible employees are granted purchase rights to purchase shares of the Company's Class A common stock on specified dates during such offerings. Under the ESPP, the Company may specify offerings with durations of not more than 27 months and may specify shorter purchase periods within each offering. On each purchase date, eligible employees will purchase the shares at a price per share equal to 85% of the lesser of (1) the fair market value of the Company's Class A common stock on the first trading day of the offering period, or (2) the fair market value of the Company's Class A common stock on the purchase date, as defined in the ESPP.

The Company recognized \$5.0 million and \$1.2 million of stock-based compensation expense related to the ESPP during the years ended December 31, 2020, and 2019, respectively.

As of December 31, 2020, and 2019, \$2.8 million and \$3.3 million, respectively has been withheld on behalf of employees for a future purchase under the ESPP due to the timing of payroll deductions.

There were no purchases for the year ended December 31, 2019 related to the ESPP. During the year ended December 31, 2020, the Company issued 447,955 shares of Class A common stock under the ESPP. As of December 31, 2020, 9,222,883 shares of Class A common stock remain available for grant under the ESPP.

Total compensation cost related to the ESPP not yet recognized was approximately \$2.5 million and \$1.5 million as of December 31, 2020 and 2019, respectively. The weighted average period over which this compensation cost will be recognized is 0.4 years as of December 31, 2020 and 2019.

14. Interest income and other income, net

Interest income and other income, net consist of the following (in thousands):

	For the Year Ended December 31,		
	2020	2019	2018
Interest income	\$ 21,234	\$ 4,110	\$ 913
Other income (expense), net	751	86	(120)
Interest income and other income, net	<u>\$ 21,985</u>	<u>\$ 4,196</u>	<u>\$ 793</u>

15. Income Taxes

Income Taxes—For financial reporting purposes, loss before income taxes, includes the following components (in thousands):

	December 31,		
	2020	2019	2018
Domestic	\$ (32,033)	\$ (18,330)	\$ (11,273)
Foreign	9,811	2,354	1,033
Loss before income taxes	<u>\$ (22,222)</u>	<u>\$ (15,976)</u>	<u>\$ (10,240)</u>

Total income taxes allocated to operations for the years ended December 31, 2020, 2019 and 2018 were as follows (in thousands):

2020	Current	Deferred	Total
Federal	\$ —	\$ —	\$ —
State	124	—	124
Foreign	2,239	(38)	2,201
Total	<u>\$ 2,363</u>	<u>\$ (38)</u>	<u>\$ 2,325</u>

2019	Current	Deferred	Total
Federal	\$ —	\$ —	\$ —
State	126	—	126
Foreign	967	(359)	608
Total	\$ 1,093	\$ (359)	\$ 734

2018	Current	Deferred	Total
Federal	\$ —	\$ —	\$ —
State	(127)	—	(127)
Foreign	559	90	649
Total	\$ 432	\$ 90	\$ 522

Tax Rate Reconciliation—Income tax expense was \$2.3 million, \$0.7 million and \$0.5 million for the years ended December 31, 2020, 2019 and 2018, respectively, and differed from the amounts computed by applying the U.S. federal statutory income tax rate of 21% for the years ended December 31, 2020, 2019 and 2018, to pretax loss from operations as a result of the following (in thousands):

	December 31,		
	2020	2019	2018
Income tax expense at federal statutory rate	\$ (4,667)	\$ (3,355)	\$ (2,151)
Non deductible expenses	132	380	452
State taxes (net of federal benefit)	98	100	(100)
Net change in valuation allowance	51,892	5,043	1,052
Uncertain tax positions	17	23	241
US tax costs on international operations	1,818	201	296
Foreign taxes	126	92	191
Share based compensation deductions	(47,032)	(1,630)	541
Return to provision	(48)	(120)	—
Other	(11)	—	—
Total	\$ 2,325	\$ 734	\$ 522

The Company incurred U.S. operating and tax losses, mainly driven by significant equity compensation deductions. These deductions had an impact of \$47.0 million on the effective tax rate. The Company also early adopted the provisions of ASU No. 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes (“ASU No. 2019-12”) during the year ended December 31, 2020. As a result of the adoption of ASU No. 2019-12, the tax effect of the Company’s loss from continuing operations for the year ended December 31, 2020 was computed without regard to items other than from continuing operations. Prior to early adoption, for the quarter ended June 30, 2020, the taxable temporary difference resulting from the convertible debt issuance provided an additional source of income to support the realizability of the Company’s pre-existing deferred tax assets and the Company released a valuation allowance of \$15.1 million through additional paid-in capital as a result of the intra-period allocation guidance.

For the year ended December 31, 2020, 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 United States. Due to uncertainties surrounding the realization of the deferred tax assets, the Company recorded 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.

On December 21, 2020, Congress passed the Consolidated Appropriations Act, 2021. The act includes the Taxpayer Certainty and Disaster Tax Relief Act of 2020 and the COVID-related Tax Relief Act of 2020, both of which extend many credits and other COVID-19 relief, among other extenders. The Consolidated Appropriations Act is retroactively applied to the original date of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Like the CARES Act, under ASC 740, the effects of new legislation would need to be recognized in the period of enactment. Therefore, the effects of the Consolidated Appropriations Act would need to be accounted for in the year ended December 31, 2020. The Company evaluated the provisions of the Consolidated Appropriations Act and determined that there was no material impact for the year ended December 31, 2020.

On March 27, 2020, the CARES Act was enacted and signed into law. The CARES Act makes changes to the U.S. tax code, including, but not limited to: (1) modifications to the business interest deduction limitation for tax years 2019 and 2020; (2) a technical correction of the recovery period of qualified improvement property from 39 to 15 years; and (3) a repeal of the 80% taxable income limitation on the deduction of net operating losses ("NOLs") for tax years beginning before January 1, 2021 as well as a five-year carryback period allowed for NOLs generated in tax years beginning after December 31, 2017 and before January 1, 2021. Under ASC 740, the effects of new legislation would need to be recognized in the period of enactment. Therefore, the effects of the CARES Act would need to be accounted for in the year ended December 31, 2020. The Company evaluated the provisions of the CARES Act and determined that there was no material impact for the year ended December 31, 2020.

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.

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.

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, 2020 and 2019 are presented below (in thousands):

	December 31,	
	2020	2019
Deferred tax assets:		
Net operating losses	\$ 66,801	\$ 14,631
Stock-based compensation	11,820	2,085
Federal withholding tax reserve	—	815
Internal use software	2,153	1,746
Lease liability	12,566	10,440
Convertible senior notes - issuance costs	832	—
Other	2,632	1,297
Total deferred tax assets	\$ 96,804	\$ 31,014
Less: valuation allowance	(33,847)	(15,205)
Deferred tax assets, net of valuation allowance	\$ 62,957	\$ 15,809
Deferred tax liabilities:		
Commissions	\$ (10,247)	\$ (6,514)
Right of use asset	(11,394)	(9,210)
Convertible senior notes	(40,478)	
Other	(800)	(85)
Total deferred tax liabilities	\$ (62,919)	\$ (15,809)
Deferred tax assets, net	\$ 38	\$ —

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, 2020 and 2019 that it is more likely than not that the Company will realize its U.S. deferred tax assets. As a result, a valuation allowance of \$33.8 million and \$15.2 million has been provided at December 31, 2020 and 2019, respectively. The valuation allowance changed by \$18.6 million and \$5.5 million at December 31, 2020 and 2019, respectively. During the period, the Company fully released the valuation allowance due to the convertible debt issuance then subsequently recorded a valuation allowance due to the Company's loss position. At December 31, 2020 and 2019, the Company has net operating loss carryforwards for federal tax purposes of approximately \$263.2 million and \$56.6 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 at December 31, 2018 and after have an indefinite carryforward period but are subject to an 80% of taxable income limitation. The Company has approximately \$177.5 million and \$42.0 million of post-apportioned net operating loss carryforwards as of December 31, 2020 and 2019, respectively for various state tax purposes. The state net operating loss carryforwards will begin to expire in 2028, if not utilized.

Utilization of the net operating losses may be subject to an annual limitation provided for in the Internal Revenue Code of 1986, as amended, 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, 2020, 2019 and 2018 (in thousands):

	December 31,		
	2020	2019	2018
Beginning balance	\$ 920	\$ 920	\$ 563
Increases based on tax positions during the current period	—	—	357
(Decreases) based on tax positions during the current period	(388)	—	—
Ending balance	\$ 532	\$ 920	\$ 920

The total amount of unrecognized tax benefits that, if recognized would impact the effective tax rate would be \$0.5 million for the years ended December 31, 2020 and 2019.

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 \$0.4 million for the years ended December 31, 2020 and 2019.

It is reasonably possible that certain unrecognized tax benefits may increase or decrease within the next 12 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, as such the Company anticipates insignificant 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 2015 and forward generally remain open for examination for federal and state tax purposes. The Company closed its audit of the U.S., a major tax jurisdiction, for the 2017 tax year during 2020 with no changes noted. To the extent utilized in future years' tax returns, net operating loss carryforwards at December 31, 2020 and 2019 will remain subject to examination until the respective tax year is closed.

16. 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. Immediately prior to the consummation of the Company's IPO in September 2019, all outstanding shares of convertible preferred stock and common stock were converted into shares of Class B common stock. As a result, Class A and Class B common stock are the only outstanding equity in the Company.

Basic and diluted net income (loss) per share is computed using the weighted-average number of common shares of common stock outstanding during the period. The undistributed earnings are allocated based on the contractual participation rights of the Class A and Class B common shares stock as if the earnings for the year have been distributed. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis. Further, as the conversion of Class B common stock is assumed in the computation of the diluted net income (loss) per share of Class A common stock, the undistributed earnings are equal to net income (loss) for that computation.

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,				
	2020		2019		2018
	Class A	Class B	Class A	Class B	
Basic net loss per share:					
Numerator:					
Net loss	\$ (13,614)	\$ (10,933)	\$ (1,149)	\$ (15,561)	\$ (10,762)
Denominator:					
Weighted average shares used in calculating net loss per share, basic	166,582	133,768	9,611	130,262	70,951
Basic net loss per share	<u>\$ (0.08)</u>	<u>\$ (0.08)</u>	<u>\$ (0.12)</u>	<u>\$ (0.12)</u>	<u>\$ (0.15)</u>
Diluted net loss per share:					
Numerator:					
Allocation of distributed loss for basic computation	\$ (13,614)	\$ (10,933)	\$ (1,149)	\$ (15,561)	\$ (10,762)
Reallocation of undistributed loss as a result of conversion of Class B to Class A shares	(10,933)	—	(15,561)	—	—
Allocation of undistributed loss	<u>\$ (24,547)</u>	<u>\$ (10,933)</u>	<u>\$ (16,710)</u>	<u>\$ (15,561)</u>	<u>\$ (10,762)</u>
Denominator:					
Number of shares used in basic calculation	166,582	133,768	9,611	130,262	70,951
Weighted average effect of diluted securities:					
Conversion of Class B to Class A common shares outstanding	133,768	—	130,262	—	—
Number of shares used in diluted calculation	<u>300,350</u>	<u>133,768</u>	<u>139,873</u>	<u>130,262</u>	<u>70,951</u>
Diluted net loss per share	<u>\$ (0.08)</u>	<u>\$ (0.08)</u>	<u>\$ (0.12)</u>	<u>\$ (0.12)</u>	<u>\$ (0.15)</u>

Since the Company was in a loss position for the periods presented, basic net loss per share is the same as diluted net loss per share as the inclusion of all potential common shares outstanding would have been anti-dilutive. 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,		
	2020	2019	2018
Convertible Preferred Stock	\$ —	\$ —	\$ 179,815
Shares subject to outstanding stock options and restricted stock units	32,235	37,032	38,865
Unvested early exercised stock options	718	1,240	2,096
Shares subject to the 2019 ESPP	141	353	—
Shares underlying the conversion spread in the convertible senior notes	608	—	—
Total	<u>\$ 33,702</u>	<u>\$ 38,625</u>	<u>\$ 220,776</u>

The Company uses the treasury stock method for calculating the potential dilutive effect of the conversion spread on diluted net income per share; if any, as the Company currently expects to settle the principal amount of the 2025 Notes in cash, and any excess in shares of the Company's Class A common stock. The shares of the underlying conversion option for the 2025 Notes were not considered in the calculation of diluted net income per share as the effect would have been anti-dilutive. The effect of the conversion spread becomes dilutive when the average share price for the Company's Class A common stock exceeds the conversion price of \$92.30 per share. Although the Notes were not convertible as of December 31, 2020, the Company calculated the potentially dilutive effect of the conversion spread, which is included in the table above.

The Company entered into Capped Calls in connection with the issuance of the 2025 Notes. The effect of the Capped Calls was also excluded from the calculation of diluted net income per share as the effect of the Capped Calls would have been anti-dilutive. The Capped Calls are expected to partially offset the potential dilution to the Company's Class A common stock upon any conversion of the 2025 Notes.

17. Subsequent Events

In February 2021, the Company entered into an agreement to acquire Sscreen, Inc, a SaaS based security platform, for approximately \$260 million in cash and stock, subject to certain customary adjustments, of which approximately 25% is deferred. In addition, the Company completed the acquisition of Timber Technologies, the producer of a vendor-agnostic and high-performance observability data pipeline. The Company is currently evaluating the purchase price allocation for these transactions.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain “disclosure controls and procedures,” as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2020. Based on the evaluation of our disclosure controls and procedures as of December 31, 2020, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate “internal control over financial reporting,” as defined in Rule 13a-15(f) and Rule 15d-15(f) under the Exchange Act. Our management conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2020 based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on the results of its evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2020. Our independent registered public accounting firm, Deloitte & Touche LLP, has issued an auditors’ report on the effectiveness of our internal control over financial reporting, which is included in Item 8 of this Form 10-K.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and Rule 15d15(d) of the Exchange Act that occurred during the fiscal quarter ended December 31, 2020 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives and are effective at the reasonable assurance level. However, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Datadog, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Datadog, Inc. and its subsidiaries (the “Company”) as of December 31, 2020, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2020, of the Company and our report dated March 1, 2021, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

New York, New York
March 1, 2021

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this Item (other than as set forth below) will be included in the proxy statement for our 2021 annual meeting of stockholders to be filed with the SEC within 120 days after the end of our fiscal year ended December 31, 2020, or the 2021 Proxy Statement, and is incorporated herein by reference.

We have adopted a Code of Conduct that applies to all our employees, officers and directors. The Code of Conduct is available on our website at www.investors.datadoghq.com. The nominating and corporate governance committee of our board of directors is responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers and directors. We expect that any amendments to the Code of Conduct, or any waivers of its requirements, will be disclosed on our website, as required by applicable law or the listing standards of Nasdaq. Our website is not incorporated by reference into this Annual Report on Form 10-K, and you should not consider information on our website to be part of this Annual Report on Form 10-K.

Item 11. Executive Compensation

The information required by this Item will be included in the 2021 Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item will be included in the 2021 Proxy Statement and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item will be included in the 2021 Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The information required by this Item will be included in the 2021 Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) Documents filed as part of this report

(1) All financial statements

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Consolidated Statements of Convertible Preferred Stock and Stockholders' Equity (Deficit) for the years ended December 31, 2020, 2019 and 2018	69
Consolidated Statements of Cash Flows for the years ended December 31, 2020, 2019 and 2018	70
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(2) Financial Statement Schedules

All financial schedules have been omitted because the required information is either presented in the consolidated financial statements filed as part of this Annual Report on Form 10-K or the notes thereto or is not applicable or required.

(3) Exhibits

Exhibit Number	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of Datadog, Inc.	8-K	001-39051	3.1	September 23, 2019	
3.4	Amended and Restated Bylaws of Datadog, Inc.	S-1	333-233428	3.4	August 23, 2019	
4.1	Form of Class A Common Stock Certificate.	S-1/A	333-233428	4.1	September 9, 2019	
4.2	Description of Securities.	10-K	001-39051	4.2	February 25, 2020	
4.1	Indenture, dated June 2, 2020, between Datadog, Inc. and U.S. Bank National Association, as Trustee.	8-K	001-39051	4.1	June 2, 2020	
4.4	Form of Global Note representing Datadog, Inc.'s 0.125% Convertible Senior Notes due 2025	8-K	001-39051	4.4	June 2, 2020	
10.1	Fourth Amended and Restated Investor Rights Agreement, dated December 28, 2015.	S-1	333-233428	10.1	August 23, 2019	
10.2#	Datadog, Inc. 2012 Equity Incentive Plan, and terms of agreements thereunder.	S-1	333-233428	10.2	August 23, 2019	
10.3#	Datadog, Inc. 2019 Equity Incentive Plan and terms of agreements thereunder.	S-1/A	333-233428	10.3	September 9, 2019	
10.4#	Datadog, Inc. 2019 Employee Stock Purchase Plan.	S-1/A	333-233428	10.4	September 9, 2019	

10.5#	Form of Indemnity Agreement entered into by and between Datadog, Inc. and each director and executive officer.	S-1/A	333-233428	10.5	September 9, 2019	
10.6#	Offer Letter, by and between Datadog, Inc. and Olivier Pomel, dated May 20, 2011.	S-1/A	333-233428	10.6	September 9, 2019	
10.7#	Offer Letter, by and between Datadog, Inc. and David Obstler, dated August 28, 2018.	S-1/A	333-233428	10.7	September 9, 2019	
10.8#	Offer Letter, by and between Datadog, Inc. and Laszlo Kopits, dated February 27, 2017.	S-1/A	333-233428	10.8	September 9, 2019	
10.9	Agreement of Sub-Sub-Sublease, by and between Datadog, Inc. and Ideeli Inc., dated April 14, 2016.	S-1	333-233428	10.9	August 23, 2019	
10.10	Agreement of Sub-Sublease, by and between Datadog, Inc. and BT Americas Inc., dated September 18, 2017.	S-1	333-233428	10.10	August 23, 2019	
10.11	Sublease, by and between Datadog, Inc. and Covington & Burling LLP, dated July 19, 2018.	S-1	333-233428	10.11	August 23, 2019	
10.12#	Non-Employee Director Compensation Policy.	S-1/A	333-233428	10.12	September 9, 2019	
10.13#	Form of Change of Control and Severance Agreement.	S-1/A	333-233428	10.13	September 9, 2019	
10.1	Form of Confirmation for Capped Call Transaction.	8-K	001-39051	10.1	June 2, 2020	
10.14	Agreement of Sublease, by and between Datadog, Inc. and Clearbridge Investments, LLC, dated July 9, 2020					X
21.1	List of Significant Subsidiaries of Datadog, Inc.					X
23.1	Consent of Deloitte & Touche LLP, independent registered public accounting firm.					X
24.1	Power of Attorney (incorporated by reference to the signature pages of this Annual Report on Form 10-K).					X
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X

32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X
101.INS	XBRL Instance Document	X
101.SCH	XBRL Taxonomy Extension Schema Document	X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	X

Indicates management contract or compensatory plan.

* This certification is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DATADOG, INC.

Date: March 1, 2021

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 to this Annual Report on Form 10-K, 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 Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Olivier Pomel</u> Olivier Pomel	Chief Executive Officer and Director (Principal Executive Officer)	March 1, 2021
<u>/s/ David Obstler</u> David Obstler	Chief Financial Officer (Principal Financial and Accounting Officer)	March 1, 2021
<u>/s/ Alexis Le-Quôc</u> Alexis Le-Quôc	President, Chief Technology Officer and Director	March 1, 2021
<u>/s/ Michael Callahan</u> Michael Callahan	Director	March 1, 2021
<u>/s/ Matthew Jacobson</u> Matthew Jacobson	Director	March 1, 2021
<u>/s/ Dev Ittycheria</u> Dev Ittycheria	Director	March 1, 2021
<u>/s/ Julie Richardson</u> Julie Richardson	Director	March 1, 2021
<u>/s/ Shardul Shah</u> Shardul Shah	Director	March 1, 2021

AGREEMENT OF SUBLEASE

Between

CLEARBRIDGE INVESTMENTS, LLC,
as Sublandlord

and

DATADOG, INC.,
as Subtenant

Dated as of July 9, 2020

**Subleased Premises: 49th Floor
620 Eighth Avenue
New York, New York**

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AGREEMENT OF SUBLEASE

This AGREEMENT OF SUBLEASE (this “Sublease”), made as of the 9th day of July, 2020, between CLEARBRIDGE INVESTMENTS, LLC, a Delaware limited liability company, f/k/a ClearBridge Advisors, LLC, f/k/a CAM North America, LLC (“Sublandlord”), and DATADOG, INC., a Delaware corporation (“Subtenant”).

RECITALS:

A. WHEREAS, by that certain Lease dated August 16, 2006 (as the same may have been amended, modified, supplemented or assigned, and as the same will be amended pursuant to the Consent (as hereinafter defined), 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, storage space and space on the 51st floor (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 the 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 Sublandlord, a copy of which is attached hereto as Exhibit A, Legg assigned its interest under the Lease to Sublandlord;

D. WHEREAS, Sublandlord desires to sublease a portion of the Lease Premises consisting of all of the rentable square feet on the entire 49th floor of the Building (the “Subleased Premises”) to Subtenant, and Subtenant desires to hire the Subleased Premises from 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. Subleasing of the Subleased Premises. Sublandlord hereby subleases to Subtenant, and Subtenant hereby hires from Sublandlord, the Subleased Premises, upon and subject to the terms and conditions hereinafter set forth. The Subleased Premises shall be deemed to be 32,545 rentable square feet.

2. Term.

2.1. Commencement and Expiration Dates. The term (the “Term”) of this Sublease shall (i) commence on the date (the “Commencement Date”) that is the later to occur of (a) the date upon which Sublandlord delivers possession of the Subleased Premises to Subtenant in the condition required pursuant to Section 15.1 hereof (the “Delivery Condition”) or (b) the date upon which Landlord, Sublandlord and Subtenant execute and unconditionally deliver an irrevocable Consent Agreement in a form reasonably agreed upon by the parties (the “Consent”) and (ii) terminate on December 30, 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 Sublease or the Lease (with respect to any termination of the Lease, subject the terms hereof), or pursuant to law (the “Expiration Date”). Notwithstanding the foregoing, in no event shall the Commencement Date occur earlier than August 1, 2020 (the “Target Commencement Date”) or, subject to Section 2.2 hereof, later than October 1, 2020 (the “Outside Commencement Date”).

2.2. Failure to Deliver Possession or Obtain Consent: Commencement Date Agreement.

(a) Notwithstanding the provisions of Section 2.2(c) below, subject to delays due to Force Majeure (which, to the extent not caused by the COVID-19 pandemic, shall not exceed thirty (30) days in the aggregate), in the event the Consent has been fully executed and unconditionally and irrevocably delivered by all parties thereto and Sublandlord has, through no fault of Subtenant, not delivered possession of the Subleased Premises in the Delivery Condition to Subtenant on or prior to the Outside Commencement Date, as the sole remedy of Subtenant (but subject to the provisions of Section 2.2(b) below), Base Rent shall be abated for the period (the “Delay Abatement Period”) commencing on the Outside Commencement Date through the date on which Sublandlord delivers possession of the Subleased Premises in the Delivery Condition to Subtenant.

(b) Notwithstanding anything to the contrary contained herein, in the event that the Consent has not been unconditionally and irrevocably obtained from Landlord by the date which is three (3) months after the Outside Commencement Date (the "Outside Termination Date"), so long as the party seeking to terminate the Sublease pursuant to this sentence is not in default under this Sublease beyond any applicable notice and cure periods (and has fully complied with all terms and conditions of Section 16.1 hereof), either party may, as its sole remedy, terminate this Sublease by providing written notice to the other party hereto, which termination shall be effective upon the date which is fifteen (15) days after the other party hereto receives said notice unless the Consent is unconditionally and irrevocably obtained prior to such effective date, in which event said termination notice shall be deemed null and void. In the event that a termination notice is provided by either party pursuant to the preceding sentence and is not rendered null and void in accordance with the preceding sentence, then upon the effective date thereof this Sublease shall terminate and neither party shall have any further obligation to the other party hereunder; provided, however, that the Security Deposit (as hereinafter defined) shall be returned to Subtenant. Furthermore, in the event the Consent has been fully executed and unconditionally and irrevocably delivered by all parties thereto and Sublandlord has not delivered possession of the Subleased Premises in the Delivery Condition to Subtenant on or prior to the Outside Termination Date, so long as Subtenant is not in default under this Sublease beyond any applicable notice and cure periods (and has fully complied with all terms and conditions of Section 16.1 hereof), and so long as Subtenant has not otherwise been the cause of any actual delay in Sublandlord's delivery of possession of the Subleased Premises in the Delivery Condition to Subtenant, Subtenant may, as its sole remedy, terminate this Sublease by providing written notice to Sublandlord, which termination shall be effective upon the date which is fifteen (15) days after Sublandlord receives said notice unless Sublandlord delivers possession of the Subleased Premises in the Delivery Condition to Subtenant prior to such effective date, in which event Subtenant's termination notice shall be deemed null and void. In the event that a termination notice is provided by Subtenant pursuant to the preceding sentence and is not rendered null and void in accordance with the preceding sentence, then upon the effective date thereof this Sublease shall terminate and neither party shall have any further obligation to the other party hereunder.

(c) If Sublandlord is unable or fails to deliver possession of the Subleased Premises or otherwise satisfy the conditions set forth in Section 2.1(i) hereof by the Outside Commencement Date, (i) Sublandlord shall not be subject to any liability for failure to give possession, (ii) 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 Subtenant hereunder nor shall the same be construed in any way to extend the Term of this Sublease, (iii) Subtenant shall have no right to rescind this Sublease and Subtenant agrees that the provisions 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 Commencement Date shall be postponed until the date of notice given to Subtenant stating that the Subleased Premises are ready for delivery to Subtenant and the conditions set forth in Section 2.1(i) have been satisfied.

(d) Promptly following the Commencement Date (as determined by Sublandlord in its sole, absolute, subjective and nonreviewable discretion, but subject to the terms and conditions of this Sublease), Sublandlord shall execute and deliver an agreement to Subtenant confirming the Commencement Date and Rent Commencement Date (as hereinafter defined) (the "Commencement Date Agreement") Within ten (10) Business Days of Subtenant's receipt of the Commencement Date Agreement, Subtenant shall execute and deliver the Commencement Date Agreement to Sublandlord. Subtenant's failure or refusal to execute and deliver the Commencement Date Agreement shall in no event affect the determination of the Commencement Date or Rent Commencement Date or either party's obligations hereunder.

3. Rent and Other Charges.

3.1. Base Rent. From and after the Rent Commencement Date and continuing until the Expiration Date, Subtenant shall pay to Sublandlord base annual rent ("Base Rent") in the sum of TWO MILLION SIX HUNDRED THREE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$2,603,600.00) per annum, payable in equal monthly installments, in advance on or prior (but not more than thirty (30) days prior) to the first day of each month, in the amount of \$216,966.67.

(a) If the Commencement Date or Rent Commencement Date, as applicable, 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 Commencement Date or Rent Commencement Date, as applicable. 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. The Commencement Date shall be the “Rent Commencement Date” under this Sublease; provided, however, that (1) provided no default by Subtenant hereunder has occurred and is continuing beyond the expiration of any applicable notice and cure periods, Subtenant shall receive an abatement of Base Rent for the period commencing on the Commencement Date and running through the date which is one hundred eighty (180) days following the Commencement Date (the “Contract Abatement Period”, and together with any Delay Abatement Period, the “Abatement Period”), and (2) in the event there is a Delay Abatement Period as described in Section 2.2(a) above and provided no default by Subtenant hereunder has occurred and is continuing beyond the expiration of any applicable notice and cure periods, Subtenant shall receive an abatement of Base Rent for the period commencing upon the expiration of the Contract Abatement Period and continuing for the number of days in the Delay Abatement Period.

3.2. Additional Rent. In addition to Base Rent, Subtenant shall pay to Sublandlord when due all other amounts payable by Subtenant to Sublandlord under the provisions of this Sublease (collectively, “Additional Rent”); provided that Sublandlord shall have delivered to Subtenant reasonable backup documentation showing that 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 Lease, as incorporated herein, would become due and payable by the tenant thereunder to Landlord 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 Subtenant, its agents, officers, representatives, employees, servants, contractors, invitees, licensees or visitors under this Sublease, including, but not limited to: (i) any increases in Landlord's fire, rent or other insurance premiums resulting from any act or omission of Subtenant, (ii) any charges on account of Subtenant's use of heating, ventilation or air-conditioning or condenser water, (iii) any charges to Subtenant on account of Subtenant's use of special cleaning and freight elevator services or for overtime or other extra services requested or required by Subtenant, and (iv) any review, approval or other fees charged by Landlord under the Lease on account of Subtenant. Following Subtenant's receipt of any services for which such Additional Rent would be payable and receipt by Sublandlord of any statement or written demand from Landlord for payment of any such Additional Rent, Sublandlord will furnish Subtenant with a copy of such statement or demand, together with a statement of the amount of any such Additional Rent, and Subtenant shall pay to Sublandlord the amounts stated therein no later than fifteen (15) days after receipt of Sublandlord's statement. The obligations of Subtenant to pay Base Rent and Additional Rent hereunder shall survive the expiration or termination of this Sublease, provided that Sublandlord shall endeavor to request any known amounts due for Additional Rent within two (2) years after the expiration or termination of this Sublease.

3.3. Escalation Rent. For the avoidance of doubt, this Section 3.3: (a) uses the definitions set forth in Section 3.4 below, and (b) provides the methods for calculating operating expense, tax, and business improvement district assessment payments due from Subtenant hereunder, which are in lieu of the provisions set forth in Sections 4.01, 4.02 and 4.03 of the Lease (which pursuant to Section 6.3(b) hereof are expressly excluded from incorporation herein except to the extent necessary to calculate the amounts payable by Subtenant under this Sublease (and except as may otherwise be provided in this Section 3.3, Section 3.4 hereof or Section 6.3(b) hereof). In addition to the Base Rent, Subtenant covenants and agrees to pay to Sublandlord commencing on the Rent Commencement Date, an amount (collectively, “Escalation Rent” and, together with the Base Rent and all Additional Rent payable hereunder, the “Rental”) 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 Subtenant to Sublandlord in the same manner as the same is payable by Sublandlord to Landlord under Article 4 of the Lease; except that, with respect to any such amounts that do not recur monthly, Subtenant shall, upon receipt of written notice or an invoice therefor from Sublandlord, pay such amounts directly to Sublandlord no later than fifteen (15) days after receipt of Sublandlord's notice or invoice. 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, Sublandlord shall calculate the Escalation Rent payable by Subtenant in accordance with the terms of this Sublease. After making the aforesaid calculations, Sublandlord shall send a statement ("Sublandlord's Statement") to 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, which statement shall set forth the Escalation Rent payable by Subtenant and the manner in which it was derived. In the event that Sublandlord receives a refund from Landlord in connection with any Escalation Rent payment, Sublandlord shall promptly refund to Subtenant Subtenant's Proportionate Tax Share or 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 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 Subtenant. Sublandlord agrees that in the event that Sublandlord makes any objection under Article 4 of the Lease, such objection shall not be resolved in a manner that unreasonably discriminates against Subtenant. For the avoidance of doubt, (x) notwithstanding the foregoing, Subtenant shall not owe any Operating Expense Escalation Payment, BID Escalation Payment or Tax Escalation Payment for any period prior to the date which is the first (1st) anniversary of the Commencement Date (the "Free Escalation Period") and (y) from and after the expiration of the Free Escalation Period, Subtenant shall owe Operating Expense Escalation Payments even if the Free Escalation Period expires on or prior to December 31, 2021 notwithstanding the fact that amounts incurred by Sublandlord in calendar year 2021 are used to calculate the Base Operating Expense Payment.

3.4. Defined Terms Relating to Escalation Rent. For purposes of this 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 fiscal year commencing July 1, 2020 and ending June 30, 2021;

(b) "Base Operating Expense Payment" shall mean the average of (i) the Tenant's Operating Expense Payment (as defined in the Lease) payable by Sublandlord in respect of the calendar year 2020 and (ii) the Tenant's Operating Expense Payment (as defined in the Lease) payable by Sublandlord in respect of the calendar year 2021;

(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 tax fiscal year commencing July 1, 2020 and ending June 30, 2021;

(d) "BID Escalation Payment" shall mean Subtenant's Proportionate Tax Share of each Tenant's BID Payment payable by Sublandlord under the Lease to the extent such amount exceeds Subtenant's Proportionate Tax Share of the Base BID Payment;

(e) "Operating Expense Escalation Payment" shall mean 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 Subtenant's Proportionate Operating Expense Share of the Base Operating Expense Payment (provided, however, in no event shall 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 Sublandlord or any of its agents, affiliates, contractors or employees);

(f) "Subtenant's Proportionate Tax Share" shall mean a fraction, the numerator of which is the Rentable Square Feet of the Subleased 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, Subtenant's Proportionate Tax Share is 16.841%);

(g) "Subtenant's Proportionate Operating Expense Share" shall mean a fraction, the numerator of which is the Rentable Square Feet of the Subleased 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, Subtenant's Proportionate Operating Expense Share is 16.841%);

(h) “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 Subtenant's Proportionate Tax Share of the Base Tax Payment.

3.5. Electricity Charges. From and after the Commencement Date, 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, but without any additional markup by Sublandlord) which Sublandlord is required to pay for electricity for the Subleased Premises pursuant to the Lease, including all taxes and surcharges, as such amount may be increased or decreased from time to time pursuant to the Lease.

3.6. Interest on Late Payments. If Subtenant shall fail to pay when due any installment of Base Rent, Additional Rent or other costs, charges and sums payable by Subtenant hereunder (such Additional Rent or other costs, charges and sums, together with Base Rent, hereinafter collectively referred to as the “Rental”), Subtenant shall pay to 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 Sublease, and shall be payable to Sublandlord at its address as set forth in Article 13 hereof, unless Sublandlord shall otherwise so direct in writing.

3.8. No Set Off. 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 herein, and, in the event of 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)), Sublandlord shall have all of the rights and remedies provided for herein in the case of non-payment of rent.

3.9. No Waiver. Sublandlord's failure during the Term to prepare and deliver any statements or bills required to be delivered to Subtenant hereunder, or Sublandlord's failure to make a demand under this Sublease shall not in any way be deemed to be a waiver of, or cause Sublandlord to forfeit or surrender its rights to collect any Rental which may have become due pursuant to this Sublease during the Term. Subtenant's liability for Rental due under this Sublease accruing during the Term shall survive the expiration or earlier termination of this Sublease. No payment by Subtenant or receipt by 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 Sublandlord may accept any check or payment without prejudice to Sublandlord's right to recover the balance due or to pursue any other remedy available to Sublandlord.

3.10 Rent Disputes. Sublandlord shall promptly furnish to Subtenant a copy of each notice or statement from Landlord affecting the Subleased Premises, including, without limitation, Tax Statements, BID Statements and Operating Expense Statements. If Sublandlord disputes the correctness of any such notice or statement and if such dispute is resolved in Sublandlord's favor, or if Sublandlord shall receive any refund of Additional Rent without a dispute, Sublandlord shall promptly pay to Subtenant any refund received by Sublandlord in respect (but only to the extent) of any related payments of Additional Rent made by Subtenant less any amounts theretofore received by Subtenant directly from 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 Sublandlord in resolving such dispute, calculated based on the percentage of the total amount of such refund which is payable to Subtenant), provided that, pending the final determination of any such dispute (by agreement or otherwise), Subtenant shall pay the full amount of Base Rent and Additional Rent in accordance with this Sublease and the applicable statement or notice of Landlord.

3.11 Subtenant Review Right. Within thirty (30) days of receipt of any Sublandlord's Statement (the "**Additional Backup Request Deadline**"), Subtenant shall have the right, by written notice to Sublandlord (an "**Additional Backup Request**"), to request from Sublandlord any additional backup or supporting documentation which Sublandlord may have in its possession concerning such Sublandlord's Statement (collectively, "**Additional Backup**"), provided that Sublandlord shall have no obligation to request additional backup or supporting documentation from Landlord. Sublandlord shall provide such Additional Backup to Subtenant within a reasonable time following receipt of a timely Additional Backup Request. If any review of Additional Backup reveals that any Operating Expense Escalation Payment, BID Escalation Payment and/or Tax Escalation Payment has been overstated, then Subtenant shall promptly deliver written notice thereof to Sublandlord (an "**Overstatement Notice**"), provided that in no event shall Subtenant be permitted to send an Overstatement Notice any later than thirty (30) days after receiving the Additional Backup from Sublandlord (the "**Overstatement Notice Deadline**"). Upon receipt of an Overstatement Notice, Sublandlord shall determine, in its sole and absolute discretion whether the overstatement was caused by Landlord or Sublandlord, and (i) if determined to be caused by Sublandlord, Sublandlord shall immediately refund to Subtenant any such overpayment and (ii) if determined to be caused by Landlord, Sublandlord shall have no further obligations with respect thereto (provided that, if Sublandlord (in its sole, absolute, subjective and nonreviewable discretion) seeks a refund from Landlord, upon receipt of such amounts from Landlord, Sublandlord shall immediately refund any such overpayment to Subtenant (together with a proportionate amount of any interest paid to Sublandlord pursuant to the terms of Section 4.03.B(ii) of the Lease, calculated based on the percentage of the total amount of such refund which is payable to Subtenant). Any such review of Additional Backup (y) shall not be conducted by Subtenant on a contingency fee basis and (z) shall be conducted by Subtenant at its sole cost and expense, without any reimbursement from Sublandlord; provided, however, that if Sublandlord determines that a Sublandlord's Statement was overstated by five percent (5%) or more and that said overstatement was caused by Sublandlord, then the cost of such review of Additional Backup by Subtenant shall be borne by Sublandlord. With respect to any Sublandlord's Statement, Subtenant's failure to provide an Additional Backup Request by the Additional Backup Request Deadline or failure to provide an Overstatement Notice by the Overstatement Notice Deadline shall serve as conclusive evidence that Subtenant has approved such Sublandlord's Statement in all respects, which Sublandlord's Statement shall be deemed final and binding upon Subtenant.

4. Use. Subtenant shall use and occupy the Subleased 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 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.

5.1. Subtenant Covenants. Subtenant does hereby expressly assume and agree to perform and comply with, with regard to the Subleased Premises, each and every obligation of Sublandlord under the Lease that is not contradicted or superseded by a term of this Sublease, and 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 Sublandlord under the Lease or any other obligation or liability of Sublandlord under the Lease (except to the extent Subtenant agrees to pay such costs) or anything that would constitute a default under the Lease or omit to do anything that Subtenant is obligated to do under the terms of this Sublease or the Lease so as to cause there to be a default under the Lease or cause the Lease to be terminated (it being agreed, however, that Subtenant shall have no obligation to comply with any provision of the Lease that shall have been redacted and/or not provided to Subtenant).

5.2. Sublandlord Covenants. Sublandlord agrees to maintain the Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Lease without the fault of the Sublandlord. Sublandlord shall timely pay to Landlord all Rent and other sums which are due Landlord under the Lease and 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 Subtenant under this Sublease or any other obligation or liability of Subtenant under this Sublease (except to the extent Sublandlord agrees to pay such costs) or anything that would constitute a default under the Lease or omit to do anything that Sublandlord is obligated to do under the terms of this Sublease or the Lease so as to cause there to be a default under the Lease or cause the Lease to be terminated. Sublandlord shall not voluntarily surrender the Lease or voluntarily cause the termination of the Lease, unless Landlord agrees to enter into a direct lease of the Subleased Premises with Subtenant under the same terms and conditions as this Sublease other than the amounts of rent payable thereunder, which amounts shall be increased to the amounts which were payable under the Lease (to the extent required by Landlord), for the balance of the Term, 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 and Subtenant's respective rights regarding casualty and condemnation shall be governed by the provisions of Article 17 and 18 of the Lease.

5.3. Time Limits. The time limits set forth in the Lease 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 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 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 Lease 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., Subtenant's obligation to pay Base Rent on the first (1st) day of each calendar month). Each party shall promptly deliver to the other party copies of all notices, requests or demands which relate to the Subleased Premises or the use or occupancy thereof after receipt of same from Landlord or any of its affiliates or the Building manager.

5.4. Sublandlord Representations. Sublandlord represents to Subtenant that, as of the date hereof, the Lease is in full force and effect and that to Sublandlord's Knowledge (as hereinafter defined), no default exists on the part of any party to the Lease. Sublandlord represents that the Lease attached hereto as Exhibit A is a true and correct redacted copy of the Lease and that except as set forth on Exhibit A, the Lease has not been amended or modified. To Sublandlord's Knowledge, as of the date hereof, Sublandlord is not aware of any circumstances which, with the passage of time or notice or both, will give rise to a default by Sublandlord or Landlord under the Lease. As used in this Sublease, "Sublandlord's Knowledge" shall mean the actual knowledge of Amy Beall, without any duty of inquiry or investigation. Sublandlord represents to Subtenant that, as of the date hereof, Amy Beall is the Managing Director, Head of Global Real Estate for Legg Mason Global Asset Management and, by virtue of her position, has sufficient knowledge with respect to the Lease to allow Sublandlord to make the representations set forth in this Sublease.

6. Subordination to and Incorporation of the Lease.

6.1. Subordination. Subtenant hereby acknowledges that it has read and is familiar with the provisions of the Lease and agrees that this Sublease is in all respects subject and subordinate to the terms and conditions of the Lease and to all matters to which the Lease is or shall be subject and subordinate, including, without limitation, the Superior Instruments. In addition, this Sublease shall also be subject to any amendments, modifications or supplements to the Lease hereafter made, provided that Sublandlord shall not enter into any amendment, modification or supplement that would prevent or adversely affect the use by Subtenant of the Subleased Premises in accordance with the terms hereof, increase the obligations of Subtenant (except for minor ministerial matters) or decrease its rights hereunder, shorten the Term hereof or increase the Rental required to be paid by Subtenant hereunder. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights to such space under the Lease. Subtenant shall protect, defend, indemnify and hold harmless 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 Sublandlord by reason of Subtenant's failure to keep, observe or perform any of the terms, provisions, covenants, conditions and obligations on Sublandlord's part to be kept, observed or performed under the Lease, or otherwise arising out of or with respect to Subtenant's use and occupancy of the Subleased Premises from and after the Commencement Date, except to the extent resulting from the negligence or willful misconduct of Sublandlord or its agents, affiliates, employees, contractors or other subtenants or occupants of the Lease Premises. The provisions of this Section 6.1 shall survive the expiration or earlier termination of the Lease and/or this Sublease.

6.2. Termination of Lease. In the event of termination, reentry or dispossession by Landlord under the Lease, Landlord may, at its option, either terminate the Sublease or take over all of the right, title and interest of Sublandlord under this Sublease, and Subtenant shall, at Landlord's option, attorn to Landlord pursuant to the provisions of this Sublease, except that Landlord shall not (a) be liable for any previous act, omission or negligence of Sublandlord, (b) be subject to any counterclaim, defense or offset, (c) 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 such Sublease, unless such modification or prepayment shall have been approved in writing by Landlord, or (d) be obligated to perform any repairs or other work in the Subleased Premises (or provide any landlord contribution, work allowance or free rent or abatement period) beyond Landlord's obligations under the Lease. In the event of any such attornment, (i) the Base Rent, tax and expense escalation payments, electricity payments and additional rental payments at the time of such attornment to Landlord shall, to the extent applicable, be increased to equal the allocable (i.e., on a Rentable Square Foot basis) payments of Fixed Rent, tax and operating expense escalation and other payments for which Sublandlord is liable under Article 4 of the Lease, electricity payments and additional rental payments as are due and payable by Sublandlord under the Lease for the balance of the initial Term of the Lease and (if applicable) any Renewal Term of the Lease, and (ii) Subtenant shall, promptly upon Landlord's request, execute and deliver all instruments reasonably required to confirm such attornment. Subtenant hereby waives all rights under any present or future law to elect, by reason of the termination of Lease, to terminate this Sublease or surrender possession of the Subleased Premises.

Subject to the foregoing and to Section 5.2 hereof, if for any reason whatsoever the term of the Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be terminated and Sublandlord shall not be liable to Subtenant by reason thereof; provided, however, that if (v) the Lease is terminated due to a default of Sublandlord under the Lease that is not in any way caused by Subtenant, (w) Landlord has not provided a Subtenant SNDA in favor of Subtenant in accordance with Section 16.3 hereof, (x) Landlord does not otherwise permit Subtenant to remain in the Subleased Premises from and after the termination of the Lease, (y) Subtenant enters into an arm's length lease with a third party (i.e. not Landlord, Subtenant, or an affiliate of Landlord or Subtenant) for substitute space not exceeding 32,545 rentable square feet for the duration of the stated Term (i.e. through December 30, 2023) (the "Substitute Lease") and provides a fully executed copy thereof to Sublandlord, certified as true, complete, correct in all respects and as representing the full agreement by and between Subtenant and the landlord thereunder with respect to Subtenant's leasing of space from said landlord, and (z) Subtenant's rent due under the Substitute Lease is higher than the Rental due hereunder for the duration of the stated Term (i.e. December 30, 2023) (taking into account all relevant economic terms set forth in the Substitute Lease, including, but not limited to, any abatements or rebates), then Sublandlord shall be liable to Subtenant for the difference between (A) the lesser of (i) the rent due under the Substitute Lease and (ii) one hundred ten percent (110%) of the Rental due hereunder, and (B) the Rental due hereunder, for the duration of the stated Term (i.e. December 30, 2023) (the "Rent Differential"). If payable pursuant to the preceding sentence, the Rent Differential shall be (I) payable by Sublandlord to Subtenant in arrears in monthly installments following Sublandlord's receipt of invoices therefor, which invoices shall include the amounts paid by Subtenant under the Substitute Lease, a calculation of the Rent Differential for such month, back-up documentation for the foregoing and a certification from the Subtenant that the Substitute Lease has not been amended, modified or supplemented in any way that would affect the Rent Differential, and (II) reconciled promptly following December 30, 2023 to correct any overpayment or underpayment.

Furthermore, if Subtenant (1) incurs reasonable arm's-length moving expenses in connection with moving to substitute space under a Substitute Lease (collectively, "Moving Expenses"), and (2) no later than one (1) month after the Moving Expenses are incurred by Subtenant provides to Sublandlord all invoices and relevant backup documentation with respect to the Moving Expenses (and any other documentation as Sublandlord may reasonably request), all certified by Subtenant as true, complete and correct in all respects, then Sublandlord shall reimburse Subtenant for the lesser of (a) such Moving Expenses and (b) Twenty Thousand Dollars (\$20,000.00), within thirty (30) days after receipt of all invoices and relevant backup and other documentation therefor. For the avoidance of doubt, Sublandlord shall not be liable to Subtenant for any amounts other than the Rent Differential, if applicable, and Moving Expenses, if applicable, in connection with the termination of this Sublease prior to the expiration of the Term as a result of the termination of the Lease.

Upon such termination of this Sublease, the obligations of Sublandlord and Subtenant (other than the obligation of Subtenant for the payment of any monies then owing to Sublandlord and such other obligations that are expressly made to be effective upon the termination of this Sublease as are set forth in the Lease and incorporated herein by reference and/or as are set forth in this 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.

(a) Except as otherwise expressly provided in or otherwise inconsistent with this Sublease, the terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements contained in the Lease are incorporated in this Sublease by reference, and are made a part hereof as if herein set forth at length, Sublease being substituted for "Lease" under the Lease, Sublandlord being substituted for "Landlord" under the Lease, Subtenant being substituted for "Tenant" under the Lease, Subleased Premises being substituted for "Demised Premises" under the Lease, Base Rent being substituted for "Fixed Rent" under the Lease and Rental being substituted for "Rent" under the Lease.

(b) The following sections of the Lease 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 Sublease; provided, however, that notwithstanding the exclusion of the same from incorporation into this Sublease, Subtenant acknowledges that this Sublease remains subject to all of the terms of the Lease and to the rights of Landlord and Sublandlord thereunder and Subtenant agrees to perform all covenants of the tenant thereunder as the same relate to the Subleased Premises and Subtenant's use and occupancy thereof, including, without limitation, under the following excluded sections thereof: the first sentence of Section 1.02, Sections 1.03, 1.04, 2.01, 2.02, 2.03, 2.04, 3.01(A) through (C), the first sentence of Section 3.01(D), Sections 4.01, 4.02 and 4.03 (in each case except to the extent necessary to calculate the amounts payable by Subtenant under this Sublease), Sections 4.06, 5.01, 6.01(A)(vi)(a), 6.01(A)(vi)(d), 6.01(A)(vii), Sections 6.01(B), 6.01(D), 6.01(E), 6.02(D), 6.03, 6.04(B), 6.05, 6.06, 6.07, 7.01(B), 7.09, 8.01(D), 8.12, 8.14, 9.02(A) through (C), 9.03, 9.04, 9.06, Sections 13.06(C), 13.12, 13.14, 13.15, Article 17 (other than Section 17.03), Article 18, Article 21, Articles 23 and 24, Section 25.02, Article 27, Section 32.16, Articles 36, 37, 38, 39, 40, 42, 43 and 44, and Exhibits A, F, G, H, 2.02A(i), 2.02A(vi), 4.06C, 6.01B, 6.03A, 9.02A-1, 9.02A-2, 13.12E, 13.14C, 37.01, 40.02A, 40.04 and 42.01.

(c) Notwithstanding the provisions of Section 6.3(a) above, the following Sections of the Lease as incorporated herein shall be modified such that all referenced to "Landlord" shall refer to the Landlord under the Lease and not to Sublandlord: Sections 6.01, 6.02, 6.04(A), the provisions of Section 7.01 which relate to access to electric closets, installation of meters or any other matters beyond Sublandlord's control, Sections 7.02, 7.03(B), 7.04, 7.05, 7.06, 7.07, 7.08, Section 16.09 and Articles 10, 26, 28, 35 and 41.

(d) (i) Section 6.01(A)(vi)(b) of the Lease as incorporated herein shall be modified such that (x) the reference therein to "up to one hundred (100) hours, in the aggregate" shall be replaced with "up to fifteen (15) hours, in the aggregate", (y) the reference therein to "Initial Office Space" shall be replaced with "Subleased Premises" and (z) the reference therein to "Tenant's Initial Work" shall be replaced with "the Work"; and (ii) Section 6.01(A)(ix) as incorporated herein shall be modified such that the reference therein to "the first one hundred (100) hours, in the aggregate" shall be replaced with "the first fifteen (15) hours, in the aggregate".

(e) Section 8.06 of the Lease as incorporated herein is hereby modified such that the reference therein to the "third (3rd) tier" shall be replaced with the "second (2nd) tier".

(f) References in the Lease to specific portions of the Lease Premises shall only refer to such portions. References to the 49th floor apply to the Subleased Premises. References in the Lease to other portions of the Lease Premises (including, without limitation, the Roof Top Space, the Storage Space and the other Office Space which is not part of the Subleased Premises under this Sublease) which do not also relate to the Subleased Premises shall not apply to this Sublease or to the Subleased Premises subleased hereunder.

(g) Subject to Landlord's approval to the extent required under the Lease, Sublandlord shall permit Subtenant to utilize the telecom services utilized by Sublandlord in the Lease Premises pursuant to the Lease.

6.4. Sublease Controls. To the extent any terms or conditions of this Sublease conflict with any terms or conditions of the Lease, as between Sublandlord and Subtenant (but not as to Landlord), this Sublease shall control and be prevailing.

6.5. Landlord Representations. Notwithstanding anything herein to the contrary, any and all representations and warranties of Landlord set forth in the Lease shall be deemed to be representations and/or warranties of Landlord and shall not be deemed to be representations and/or warranties of Sublandlord and Sublandlord shall have no liability with respect thereto.

6.6. Subtenant Submissions. All provisions of the Lease that are incorporated herein that require Sublandlord, as tenant, to submit, exhibit, supply or provide to Landlord, as lessor, evidence, certificates, or any other matter or thing shall be deemed to require Subtenant to submit, exhibit, supply or provide the same to both Landlord and Sublandlord.

6.7. Delivery Conditions. Sublandlord represents to Subtenant that, to Sublandlord's Knowledge, all work required under the Initial Delivery Conditions, Interim Delivery Conditions, Occupancy Date Delivery Conditions and Post-Delivery Conditions has been Substantially Completed (as defined in the Lease) by Landlord.

7. Landlord's Performance Under Lease: Services, Repairs and Alterations.

7.1. Landlord's Performance. Notwithstanding anything to the contrary contained in this Sublease or in the Lease, Sublandlord shall have no obligation to comply with any laws or maintain any insurance (except, in each case, as expressly set forth in Section 5.2 hereof), or perform any work or provide any services (including, but not limited to electricity, elevator service, cleaning, hot or cold water, heat, ventilation and air-conditioning), or make any repairs in or to the Subleased Premises whatsoever, nor shall Sublandlord be obligated to perform any other obligation which is the obligation of Landlord under the Lease, and except as otherwise expressly provided herein, no failure to furnish, or interruption of, any such services or facilities shall give rise to any (i) abatement, diminution or reduction of Subtenant's obligations under this Sublease, (ii) constructive eviction, whether in whole or in part, or (iii) liability on the part of Sublandlord. Subtenant recognizes that all services and repair obligations to which Subtenant is entitled under this Sublease are to be supplied by Landlord under the Lease and not by Sublandlord. Sublandlord agrees to use commercially reasonable efforts, at Subtenant's sole cost and expense (except to the extent Sublandlord independently requests such services or repair obligations for itself or for the benefit of any other subtenant of Sublandlord, in which case such costs shall be allocated proportionately among the parties based on the rentable square footage to which the subject services or repairs are being provided), to obtain the same from Landlord (provided, however, that Sublandlord shall not be obligated to use such efforts or take any action which might give rise to a default under the Lease), and Subtenant shall rely upon, and look solely to, Landlord for the provision, furnishing or making thereof or compliance therewith. Subtenant shall not have any claim against Sublandlord by reason of the Landlord's failure or refusal to comply with the provisions of the Lease, unless such failure or refusal is a result of Sublandlord's wrongful or negligent act or failure to act. If Landlord shall default in the performance of any of its obligations under the Lease, Sublandlord shall, upon reasonable request and at the sole cost and expense of Subtenant (except to the extent Sublandlord independently elects to institute the proceedings as set forth below for itself or for the benefit of any other subtenant of Sublandlord, in which case such costs shall be allocated proportionately among the parties based on the rentable square footage to which the subject services or repairs are being provided) (including but not limited to payment of all of Sublandlord's attorney's fees and costs), timely institute and diligently prosecute any action or proceeding which Subtenant and Sublandlord, in their reasonable judgment, deem meritorious, in order to have Landlord make such repairs, furnish such electricity, provide such services or comply with any other obligation of Landlord under terms of the Lease or as required by applicable law. Notwithstanding the foregoing, Sublandlord shall have no obligation to institute or diligently prosecute any action or proceeding which Subtenant could bring directly against Landlord without Sublandlord being a party to such action or proceeding. Subtenant shall indemnify 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 Section 7.1. Subtenant shall not make any claim against Sublandlord for any damage which may arise, nor shall Subtenant's obligations hereunder be diminished, by reason of (i) the failure of Landlord to keep, observe or perform any of its obligations pursuant to the Lease, unless such failure is due to Sublandlord's (or any of Sublandlord's agents', employees', affiliates', contractors', subtenants' or Permitted Occupants') negligence or misconduct, or (ii) the acts or omissions of Landlord, its agents, contractors, servants, employees, invitees or licensees. Under no circumstances shall Sublandlord be liable to Subtenant for consequential damages with respect to any matter arising under this Sublease or the Lease as incorporated herein. Except to the extent set forth in Section 18 hereof, under no circumstances shall Subtenant be liable to Sublandlord for consequential damages with respect to any matter arising under this Sublease or the Lease as incorporated herein. Notwithstanding anything to the contrary contained herein, if and to the extent Sublandlord receives a rent abatement, offset, or reduction from Landlord on account of Landlord's failure to comply with any laws, perform any work, or provide any services (including, but not limited to electricity, elevator service, cleaning, hot or cold water, heat, ventilation and airconditioning) in each case to the extent the same relates to the Subleased Premises or make any repairs in or to the Subleased Premises whatsoever or perform any of its obligations under the Lease relating to the Subleased Premises, Subtenant shall be entitled an abatement, offset, or reduction of the rents payable by Subtenant pursuant to this Sublease in the same proportion that the corresponding abatement, offset or reduction actually received by Sublandlord with respect to the Subleased Premises bears to the rents payable under the Lease with respect to the Subleased Premises, or such portion thereof, after first deducting Sublandlord's reasonable out-of-pocket costs, if any, in obtaining such rent abatement or reduction; and under no other circumstances shall Subtenant be entitled to an abatement of rent hereunder except as expressly set forth herein. The provisions of this Section 7.1 shall survive the expiration or earlier termination of the Term of this Sublease.

7.2. Electricity. Electricity is currently furnished to the Subleased 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 Subleased Premises. Subtenant shall pay for electricity in accordance with Article 7 of the Lease as incorporated hereby. Sublandlord will not remove any such submeters except to the extent required by Landlord or by Legal Requirements. To the extent that the Subleased Premises are not separately metered from the remainder of the Lease Premises, Subtenant shall pay to Sublandlord Subtenant's Proportionate Share of the charges for such service (without markup by Sublandlord). For these purposes, Subtenant's Proportionate Share shall be based on the rentable square footage of the relative premises, unless a more accurate measurement of the differences in utility usage between the Subleased Premises and the remainder of the Lease Premises is available, provided that in the latter case the calculation is based on objective criteria and consistent for both the numerator and the denominator of the fraction comprising the Subtenant's Proportionate Share. Subtenant shall pay such utility charges to Sublandlord when and as the underlying obligations with respect thereto are payable by Sublandlord under the Lease (or, if paid in the first instance by Sublandlord and billed to Subtenant, then reimbursed to Sublandlord within thirty (30) days thereafter). Sublandlord shall not physically interfere with Landlord's provision of electricity to the Subleased Premises pursuant to Article 7 of the Lease without Subtenant's prior written consent, not to be unreasonably withheld, conditioned or delayed. Subtenant shall not utilize more than 6 watts of actual demand load per gross square foot of the Subleased Premises (exclusive of electric required to operate the Base Systems (as defined in the Lease)), and shall have no right to increase its usage beyond such amount under Section 7.01(A) of the Lease or otherwise.

7.3. Alterations.

73.1. Any alterations (as defined in the Lease), including, but not limited to, the Work (as hereinafter defined), by Subtenant shall be made (and removed) in accordance with the provisions of Article 13 of the Lease, as incorporated herein. To the extent the consent of Landlord is required under Article 13 of the Lease, the consent of Landlord and Sublandlord shall be required hereunder. Notwithstanding anything to the contrary contained herein, for all purposes of this Sublease, Subtenant shall not be required to remove any alteration or Specialty Alteration installed in the Subleased Premises prior to the date hereof that was not installed by or for Subtenant (collectively, the "Existing Alterations"), unless Subtenant will occupy the Subleased Premises after the expiration or earlier termination of the Term, in which event Subtenant shall automatically assume from Sublandlord any and all removal obligations under the Lease with respect to the Existing Alterations. Except for the Sublandlord's Contribution provided for in Section 15.4 below, all alterations to the Subleased Premises made or requested by Subtenant shall be at Subtenant's sole cost and expense.

73.2. Simultaneously with the delivery thereof to Landlord, Subtenant shall furnish Sublandlord with a copy of all plans and specifications required by the Lease to be submitted to Landlord in connection with a request for consent to alterations. Sublandlord may reasonably withhold its consent to any proposed alterations if Sublandlord reasonably believes that such proposed alterations will have a material, adverse effect on Sublandlord's Systems (hereinafter defined). Subtenant and Sublandlord hereby agree to cooperate with each other to the extent reasonably required to avoid disruption of, or interference with, Sublandlord's Systems by reason of Subtenant's alterations. For purposes of this Sublease, the term "Sublandlord's Systems" shall mean electrical and mechanical wiring, installations and equipment maintained by Sublandlord and serving the remainder of the Lease Premises. The provisions of this Paragraph shall survive the expiration or sooner termination of the term of this Sublease.

8. Consents. Whenever the consent or approval of Landlord or any Superior Party is required pursuant to the terms of the Lease, if Landlord or such Superior Party shall withhold its consent or approval for any reason whatsoever, Sublandlord shall not be deemed to be acting unreasonably if it shall also withhold its consent or approval. If Landlord shall withhold its consent or approval in connection with this Sublease or the Subleased Premises in any instance where, under the Lease, the consent or approval of Landlord may not be unreasonably withheld, and if Subtenant shall reasonably contend that Landlord has unreasonably withheld such consent, Sublandlord, upon the request and at the sole cost and expense of Subtenant, shall within fifteen (15) days elect to either (i) timely institute and diligently prosecute any action or proceeding which Subtenant and Sublandlord, in their reasonable judgment, deem meritorious, in order to dispute such action by Landlord, or (ii) permit Subtenant to institute and prosecute such action or proceeding in the name of Sublandlord, provided that Subtenant shall keep Sublandlord informed of its actions and shall not take any action which might give rise to a default under the Lease. In the event Sublandlord does not timely elect either options (i) or (ii) as set forth in the previous sentence, Subtenant may notify Sublandlord of such failure, and if Sublandlord does not notify Subtenant of its election within five (5) Business Days following receipt of such notice, Sublandlord shall be deemed to have elected option (ii) above. Subtenant shall indemnify 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 Sublandlord or Landlord in connection with the determination of whether to grant any consent requested hereunder.

9. Sublease, Not Assignment. Notwithstanding anything contained herein, this Sublease shall be deemed to be a sublease of the Subleased Premises and not an assignment, in whole or in part, of Sublandlord's interest in the Lease.

10. Damage, Destruction, Fire and Other Casualty; Condemnation.

10.1. Termination Rights. Notwithstanding any contrary provision of this Sublease or the provisions of the Lease herein incorporated by reference, Subtenant shall not have the right to terminate this Sublease as to all or any part of the Subleased Premises, or be entitled to an abatement of Base Rent or any other item of Rental, by reason of a casualty or condemnation affecting the Subleased Premises unless Sublandlord either (i) terminates the Lease or (ii) is entitled to and receives a corresponding abatement with respect to its corresponding obligation under the Lease, as applicable. If Sublandlord is entitled to terminate the Lease for all or any portion of the Subleased Premises by reason of casualty or condemnation without losing its ability to remain in the remainder of the Lease Premises in accordance with the terms of the Lease, Sublandlord shall notify Subtenant of such termination right promptly after such casualty or condemnation and Subtenant may terminate this Sublease as to any corresponding part of the Subleased Premises (which, for the avoidance of doubt, would include the entire Subleased Premises if Sublandlord is entitled to terminate the Lease for the entire Subleased Premises) by written notice to Sublandlord given at least three (3) Business Days prior to the date(s) Sublandlord is required to give notice to Landlord of such termination under the terms of the Lease, in which case this Sublease shall terminate as to such portion of the Subleased Premises on the effective date of the termination of the Lease with respect to the same. Notwithstanding anything contained in the Lease to the contrary, as between Sublandlord and Subtenant only, all insurance proceeds or condemnation awards received by Sublandlord under the Lease relating to the Subleased Premises during the term of, this Sublease, if any, shall be deemed property of Sublandlord to the extent the same relates to the improvements made by Sublandlord to the Subleased Premises as well as other amounts of such proceeds or awards up to the amount of the Sublandlord's Contribution. Sublandlord shall not be liable to Subtenant by reason of a termination of the Lease by either Landlord or Sublandlord pursuant to Articles 17 or 18 of the Lease.

10.2. Ipsa Facto Termination of Sublease. If the term of the Lease is terminated as provided therein, or at the election of either party thereto pursuant to the terms thereof, as a result of any casualty or condemnation affecting the Building or any portion thereof, this Sublease shall thereupon be terminated ipso facto without any liability of Sublandlord to Subtenant by reason of such early termination.

10.3. Waiver of Condemnation Proceeds. Subject to the terms of the Lease, in the event of any taking by governmental or public authority of all or any part of the Subleased Premises, Subtenant hereby waives and relinquishes any and all claims to any award or damages for any such taking of the Subleased Premises, including, without limiting the generality of the foregoing, any claim for the value of the unexpired term of this Sublease or the value of any furniture, furnishings and moveable trade fixtures installed by Subtenant at its sole expense in the Subleased Premises, but Subtenant may submit a separate claim to the condemning authority for the value of Subtenant's trade fixtures and the cost of removal or relocation provided that such claim shall not reduce the amount of Sublandlord's or Landlord's claim.

10.4. Express Agreement to the Contrary. This Article 10 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.

11. Quiet Enjoyment. Sublandlord represents, warrants and covenants that it has the right to enter into this Sublease and that so long as this Sublease is in force and effect, Subtenant shall, during the Term and subject to the provisions of this Sublease, quietly occupy and enjoy the Subleased Premises without hindrance by Sublandlord, its successors and assigns, or any other party claiming by, through or under Sublandlord.

12. No Waivers. Failure by either party hereto in any instance to insist upon the strict performance of any one or more of the obligations of the other party hereto under this Sublease, or to exercise any election herein contained, shall in no manner be or be deemed to be a waiver of any defaults or breaches hereunder or of any rights and remedies by reason of such defaults or breaches, or a waiver or relinquishment for the future of the requirement of strict performance of any and all of the obligations of the parties hereunder. Further, no payment by Subtenant or receipt by Sublandlord of a lesser amount than the correct amount or manner of payment of Rental due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Sublandlord may accept any checks or payments as made without prejudice to Sublandlord's right to recover the balance or pursue any other remedy in this Sublease or otherwise provided at law or equity.

13. 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 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, received by the party to whom addressed, (f) registered or certified mail, return receipt requested, posted in a United States post office station in the continental United States, (iii) via Federal Express overnight mail or other nationally- recognized overnight courier service or (iv) electronic mail in so-called "PDF" format or such other electronic correspondence, sent with an email subject line reading "FORMAL NOTICE PURSUANT TO SECTION 13 OF THE SUBLEASE" (provided that if the sending party receives a "bounce-back" notification that an email address is invalid or receives an "out of office" notification, the sending party shall be required to send notice pursuant to clause (i), (ii) or (iii) above), addressed to the addresses set forth below. All such Notices shall be deemed to have been given, rendered or made (a) when delivered and receipted (or refused) by the party to whom addressed, in the case of personal delivery, (b) three (3) days after the day mailed via United States Postal Service, (c) on the next Business Day after the day mailed via Federal Express or other nationally-recognized overnight courier service or (d) when transmitted electronically by one of the methods listed above (so long as the sending party does not receive a "bounce-back" notification that an email address is invalid or an "out of office" notification). Either party may, by notice as aforesaid actually received, designate a different address or addresses for communications intended for it. Notices hereunder from Sublandlord may be given by Sublandlord's attorney. Notices hereunder from Subtenant may be given by Subtenant's attorney.

Sublandlord's addresses: ClearBridge Investments, LLC
c/o Legg Mason & Co., LLC
100 International Drive
Baltimore, Maryland 21231
Attn: Amy Beall
Email: ABeall@leggmason.com

with a copy to: Venable LLP
750 E. Pratt Street, Suite 900
Baltimore, MD 21202
Attn: Thomas E. D. Millspaugh, Esq.
Email: TEMillspaugh@Venable.com

Subtenant's addresses: Datadog, Inc.
620 Eighth Ave., 45th Floor
New York, New York 10018
Attn: Pascal Schaary
Email: pascal@datadoghq.com

with a copy to: Goulston & Storrs PC
885 Third Avenue, 18th Floor
New York, NY 10022
Attn: David J. Rabinowitz, Esq.
Email: drabinowitz@goulstonstorrs.com

and, if sending via email: Legal@datadoghq.com

and, if sending via email: bizops@datadog.com

14. 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 Sublease other than CBRE, Inc. (representing both Sublandlord and Subtenant) (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 14. Sublandlord shall pay the fees of the Broker pursuant to a separate agreement. The provisions of this Article 14 shall survive the expiration or earlier termination of this Sublease.

15. Condition of the Subleased Premises: Allowance.

15.1. Condition of the Subleased Premises. Subtenant represents that it has made or caused to be made a thorough examination of the Subleased Premises and is familiar with the condition thereof. Sublandlord hereby represents and warrants to Subtenant that, to Sublandlord's Knowledge, as of the Commencement Date, (i) there are no pending actions or proceedings in which any person, entity or Governmental Authority has alleged the violation of Environmental Laws with respect to the Subleased Premises or the presence, release, threat of release or placement of any Hazardous Materials at, on or under the Subleased Premises, (ii) Sublandlord has not received any notice (and has no actual knowledge) that any Governmental Authority or any employee or agent thereof, has determined that there has been a violation of Environmental Laws at or in connection with the Subleased Premises, and (iii) neither the Subleased Premises nor any portion thereof contains any amount of Hazardous Materials in excess of quantities permitted by applicable Environmental Laws. Subtenant agrees to accept the Subleased Premises in its "as is", partially built, condition on the date hereof, reasonable wear and tear between the date hereof and the Commencement Date caused by removal of any Rejected Sublandlord FF&E or other preparations for Subtenant's occupancy excepted, provided that (a) the plumbing, electrical and Base HVAC System serving

the Subleased Premises are in good working order on the Commencement Date and (b) if required pursuant to Article 25 below, Sublandlord has removed the Rejected Sublandlord FF&E (as hereinafter defined) from the Subleased Premises. Subtenant's taking possession of the Subleased Premises shall be conclusive evidence that the same are in satisfactory condition. Sublandlord has not made and does not make any representations or warranties as to the physical condition of the Subleased Premises, the use to which the Subleased Premises may be put, or any other matter or thing affecting or relating to the Subleased Premises, except as specifically set forth in this Sublease. Sublandlord shall have no obligation whatsoever to alter, improve, decorate or otherwise prepare the Subleased Premises for Subtenant's occupancy.

15.2. Cost of Work. Except for the obligation of Sublandlord to pay the Sublandlord's Contribution (defined below), any other cost or expense in connection with the preparation of the Subleased Premises for Subtenant's use and occupancy shall be the responsibility of Subtenant, and to the extent incurred by Sublandlord on Subtenant's behalf, the cost thereof shall be reimbursed or paid to Sublandlord as Additional Rent within thirty (30) days after demand; provided that Sublandlord shall provide Subtenant with copies of such supporting documentation as is reasonably available.

15.3. The Work. Subject to the provisions of Section 15.1 above and Section 15.4 below, Subtenant shall perform, at its sole cost and expense, all construction and installation of improvements, betterments, equipment and facilities, necessary in order to prepare the Subleased Premises for Subtenant's occupancy (collectively, the "Work").

15.4. Allowance.

(a) Subject to the terms and conditions hereinafter set forth, Sublandlord shall contribute up to \$813,625.00 ("Sublandlord's Contribution") to be applied towards the Hard Costs (as hereinafter defined), the FF&E Costs (as hereinafter defined) and, subject to the provisions of Section 15.4(g) hereof, Soft Costs (as hereinafter defined) of the Work. Sublandlord's Contribution shall be disbursed to Subtenant as hereinafter provided. "Hard Costs" shall mean all labor costs and all forms of demolition, construction, materials, alterations and decoration work included in the Subleased Premises as part of the Work (but not any costs relating to furniture, fixtures and equipment for the Subleased Premises, including, without limitation, telephones, computers, monitors, data center equipment, networking equipment, movable work stations, office equipment, radios and related equipment, audio visual equipment, and/or any kitchen or related equipment (all such costs, "FF&E Costs"). "Soft Costs" shall mean the amounts paid by Subtenant in connection with the Work attributable to architect, construction management, consulting, attorney, engineering, permit and filing, and other similar fees (including, without limitation, general conditions and contractor fees).

(b) Sublandlord's Contribution shall be disbursed in Installments (as hereinafter defined) upon Subtenant's request for payment, and shall be paid to Subtenant as provided in Section 15.4(c) hereof upon satisfaction of the following conditions with respect to each such request for payment:

(i) Subtenant shall have delivered to Sublandlord a completed requisition AIA Form G702/703, signed by Subtenant's general contractor or construction manager, signed and certified as true (to such person's knowledge) by Subtenant and by an architect or engineer selected by Subtenant licensed to practice in the State of New York with not less than ten (10) years' experience in major commercial urban centers in designing build-outs for tenants in first class office buildings comparable to the Building and who maintains errors and omissions insurance of not less than \$2,000,000 ("Subtenant's Architect"), stating the amount requested for payment, which shall include an itemized breakdown of the costs and expenses actually paid by or on behalf of Subtenant on account of the Work, stating the percentage of the Work that has been completed, and shall indicate retainage of payments by Subtenant to the contractors, sub-contractors, consultants, materialmen, engineers, architects and others performing the Work or providing services in respect thereof (collectively, "Contractors") equal to ten percent (10%) until the Work is eighty percent (80%) complete and thereafter five percent (5%), except that no such retainages need be required under contracts for less than \$50,000 or which, in accordance with good construction practices, do not customarily include retainages (it being understood that any request for payment hereunder shall not be on account of such required retainage). Notwithstanding the foregoing, if the work, labor and/or services performed by any particular trade(s) in connection with the Work shall have been fully completed, any retainage solely attributable thereto shall be released by Sublandlord to Subtenant upon and subject to the other applicable terms of this Section 15.4, including, without limitation, the receipt by Sublandlord of executed final lien waivers therefrom;

- (ii) Except as provided in Section 15.4(d) hereof, each Installment of Sublandlord's Contribution shall be in an amount not to exceed the aggregate amounts theretofore actually paid (as certified by Subtenant and Subtenant's Architect) to the Contractors that have not been the subject of a previous disbursement from Sublandlord's Contribution;
- (iii) Sublandlord shall have received (a) copies of all receipts, invoices and bills for the work completed and materials furnished in connection with the Work which have been paid by Subtenant and for which Subtenant is seeking reimbursement and (b) if requested by Sublandlord, copies of all contracts, work orders, change orders and other materials relating to the work or materials which are the subject of the requested disbursement or reimbursement;
- (iv) A certificate signed by Subtenant and Subtenant's Architect, dated not more than thirty (30) days prior to such request, setting forth (A) an itemized account of the sums paid by Subtenant for amounts justly due to all Contractors who have rendered services or furnished materials in connection with the Work, (B) that the work described in the certificate has been completed substantially in accordance with the Final Working Drawings previously approved (or deemed approved) by Sublandlord, (C) that Subtenant has not received notice of the filing with respect to the Subleased Premises or the Building or any part thereof or any improvements thereon, any vendor's, mechanic's, laborer's, materialmen's or other liens arising out of the Work which have not been discharged of record or bonded over, (D) that to Subtenant's knowledge, Subtenant has complied with all of the material conditions set forth in this Sublease applicable to the Work reflected in the requisition then pending and (E) that to Subtenant's knowledge, Subtenant has complied with Legal Requirements applicable to the Work reflected in the requisition then pending;
- (v) A statement from Subtenant's Architect setting forth the total remaining cost of the Work to be performed, including without limitation, an itemization of any additional costs not theretofore disclosed to Sublandlord;
- (vi) Subtenant shall have fully paid all bills for labor, materials and services in connection with the Work performed through the date of the prior Installment for the costs with respect to which such prior request for payment was made and Subtenant shall provide Sublandlord with (a) evidence reasonably satisfactory to Sublandlord to evidence of payment thereof, including paid bills and cancelled checks, and (b) executed partial lien waivers in respect of such prior payment from the general contractor or construction manager performing the Work and all other Contractors performing portions of the Work, respecting work performed and, if the work, labor and/or services performed by any such particular Contractor shall have been completed, executed final lien waivers;
- (vii) Subtenant has not requested reimbursement with respect to any Long Lead Items or any materials stored off-site unless the same have been incorporated into the Work and reasonable evidence thereof has been provided to Sublandlord; and
- (viii) Subtenant shall not then be in monetary default or material nonmonetary default under this Sublease, in each instance beyond the expiration of any applicable notice and/or cure period under this Sublease and no Bankruptcy Event has occurred.

(c) The payment of all Installments of Sublandlord's Contribution by Sublandlord to Subtenant will be made not more often than once each month and within twenty (20) days after a complete requisition package (i.e., all of the required items referred to above in the proper form) shall have been received by Sublandlord. To the extent applicable, Sublandlord agrees to use good faith efforts to provide Subtenant with a notice setting forth a reasonably detailed list of the reasons why any requisition package is not complete within ten (10) days after receipt of Subtenant's requisition package. In the event any mechanic's lien shall have been filed relating to any work that has been performed by or for Subtenant, the additional amount of such lien may be withheld from payment until such lien has been removed by bond or otherwise; provided, however, that Sublandlord shall promptly disburse the amount withheld upon the bonding or other removal of such lien.

(d) As used in this Section 15.4, "substantially complete" shall mean (i) the actual completion of all Work and that the Subleased Premises are in a condition sufficient to allow Subtenant's use of the Subleased Premises for the uses and purposes intended by Subtenant in accordance with the terms and conditions of this Sublease and (ii) that conditions (a) through (d) in the next sentence hereof have been fully satisfied. The final Installment of Sublandlord's Contribution, shall not be paid until, in addition to satisfaction of the provisions above, (a) all municipal department(s) and governmental authorities have issued all required sign-off(s) relating to the Work and have issued a temporary or permanent certificate of occupancy for the Subleased Premises (and copies of the same have been provided to Sublandlord), (b) a certificate signed by Subtenant's Architect and Subtenant certifying that the Work has been substantially completed in accordance with the approved Final Working Drawings has been fully executed and delivered to Sublandlord, (c) a general release or final lien waiver from the general contractor or construction manager performing the Work and all other Contractors performing the Work or providing services in respect thereof, releasing Landlord, Sublandlord and Subtenant from any and all liability for any work or materials, has been fully executed and delivered to Sublandlord, and (d) such other documentation as Sublandlord may reasonably require and is reasonably available has been provided to Sublandlord. At such time as Subtenant shall have provided to Sublandlord all of the items required hereby and provided Subtenant is not then otherwise in monetary default or material non-monetary default under this Sublease, in each instance, beyond the expiration of any applicable notice and/or cure period and there is then no Bankruptcy Event, Sublandlord shall release to Subtenant the portion of Sublandlord's Contribution that was withheld pursuant to Section 15.4(b) hereof (or, if Subtenant has not theretofore submitted any requisitions for Installments, Sublandlord shall pay 100% of the requisitioned amount, not to exceed, however, the then unused portion of the aggregate Sublandlord's Contribution that is then available to Subtenant pursuant to this Sublease). In no event shall the aggregate amount paid by Sublandlord to Subtenant pursuant to this Section 15.4 exceed the aggregate Sublandlord's Contribution that shall become available to Subtenant upon and subject to the terms of this Section 15.4.

(e) Subtenant agrees that it shall pay and shall be solely responsible for the payment of all amounts necessary to fully complete all of the Work to the extent the cost thereof exceeds Sublandlord's Contribution.

(f) For the purposes of this Section 15.4, the term "Installment" shall mean, subject to the limitations and conditions contained herein, fifty percent (50%) of the amount requisitioned by Subtenant's Architect as provided herein (subject to any required retainages) until such time as Sublandlord's Contribution has been fully disbursed; provided, however, that in the event that Sublandlord's Contribution is equal to an amount that is less than the aggregate Hard Costs, FF&E Costs and, to the extent permitted pursuant to the provisions of Section 15.4(g) hereof, Soft Costs of the Work, then Sublandlord's final Pro Rata Installment shall be equal to the entire remaining Sublandlord's Contribution.

(g) Notwithstanding anything to the contrary contained in this Sublease, in no event shall more than fifteen percent (15%) of Sublandlord's Contribution be permitted to fund Soft Costs.

(h) To the extent that Sublandlord's Contribution has not been fully applied after the completion of the Work, Subtenant shall not be entitled to any credit, trade off or cash payment for any such unapplied portion of the Sublandlord's Contribution, and Sublandlord shall have no obligation to Subtenant with respect to any such unapplied portion of Sublandlord's Contribution.

(i) If Sublandlord fails, after satisfaction of all required conditions under this Section 15.4, to pay any Installment of Sublandlord's Contribution on or before the due date therefor and such failure continues for thirty (30) days after Subtenant notifies Sublandlord of such failure (which notice shall state that Subtenant intends to set off such amount against the next installment of Rental unless Sublandlord pays such amount to Subtenant), Subtenant may, subject to the provisions hereof, set off such amount, together with interest thereon calculated at the Interest Rate (collectively, the "Offset Amount"), against the next installments of Rental coming due. If any portion of any Offset Amount shall not have been credited as of the end of the Term, Sublandlord, within thirty (30) days after the end of the Term, shall pay such amount to Subtenant. The preceding sentence shall survive the expiration or earlier termination of this Sublease. Notwithstanding anything to the contrary contained herein, Subtenant shall have no such right of offset if Sublandlord shall in good faith dispute Subtenant's claim that Subtenant is entitled to a disbursement of all or any portion of Sublandlord's Contribution unless and until Sublandlord settles such dispute with Subtenant or such dispute is otherwise resolved in Subtenant's favor pursuant to Section 25.01 of the Lease as incorporated herein (it being agreed that at the time of such resolution (or if Subtenant loses a dispute because of Subtenant's failure to satisfy the conditions precedent to a disbursement of Sublandlord's Contribution and Subtenant thereafter satisfies all required conditions) Subtenant will be entitled to the unfunded portion of the Installment which is the subject of the dispute); provided, however, Subtenant may, pending resolution of such dispute, offset such unpaid portions of such disbursement of Sublandlord's Contribution that are not in dispute, provided Subtenant has otherwise met all of the requirements set forth under this Section 15.4 with respect to such undisputed portion.

(j) Any dispute under this Section 15.4 shall be resolved by arbitration pursuant to Section 25.01 of the Lease.

16. Consent of Landlord.

16.1. Conditioned Upon Landlord Consent. The Commencement Date under this Sublease is subject to and conditioned upon Sublandlord unconditionally and irrevocably obtaining the Consent. Sublandlord shall promptly request such Consent and shall use commercially reasonable efforts to obtain the same. Subtenant shall reasonably cooperate with Sublandlord to obtain such Consent and shall provide all information concerning Subtenant that Landlord shall reasonably request. Sublandlord shall promptly notify Subtenant upon Sublandlord's unconditional and irrevocable receipt of the Consent or the denial thereof, and promptly after unconditional and irrevocable receipt by Sublandlord, furnish a copy of the Consent to Subtenant. All costs of obtaining the Consent shall be borne by Sublandlord.

16.2. Lease Consent Requirements. Except as otherwise specifically provided herein, wherever in this Sublease Subtenant is required to obtain Sublandlord's consent or approval, Subtenant understands that Sublandlord may be required by reason of the Lease to first obtain the consent or approval of Landlord. If Landlord should refuse such consent or approval, Sublandlord shall be released of any obligation to grant its consent or approval whether or not Landlord's refusal, in Subtenant's opinion, is arbitrary or unreasonable, until such time, if ever, as Landlord shall grant its consent or approval. Sublandlord shall use commercially reasonable efforts to obtain each such consent of Landlord, at Subtenant's sole cost and expense; provided, however, that Sublandlord shall not be required to commence any proceeding to enforce the relevant provisions of the Lease on behalf of Subtenant with respect thereto, except to the extent otherwise provided for herein.

16.3. Subtenant SNDA. When requesting the Consent from Landlord, Sublandlord shall simultaneously request from Landlord a Subtenant SNDA in favor of Subtenant, provided that (i) Subtenant shall promptly provide any information and materials as Landlord may request in connection with Landlord's deliberation and (ii) this Sublease shall not in any way be conditioned upon Sublandlord obtaining a Subtenant SNDA in favor of Subtenant from Landlord.

17. Assignment, Subletting and Mortgaging.

17.1. Prohibition on Assignment and Subleasing. Except as otherwise expressly provided in this Article 17, Subtenant shall not, whether voluntarily, involuntarily, or by operation of law or otherwise (a) assign or otherwise transfer this Sublease or any interest or estate herein, (b) sub-sublet the Subleased Premises or any part thereof or allow the Subleased Premises or any part thereof to be used or occupied by others in violation of Section 4 of this Sublease or in violation of any of the Superior Instruments, or (c) mortgage, pledge, encumber or otherwise hypothecate this Sublease or the Subleased Premises or any part thereof in any manner without, in each instance, obtaining the prior written consent of Landlord and without also obtaining the prior written consent of Sublandlord, which consent by Sublandlord shall not be unreasonably withheld, conditioned or delayed and shall be granted or withheld pursuant to the terms of Article 8 of the Lease (as incorporated herein). The consent by Sublandlord to any assignment or to any subsublease of the Subleased Premises shall not be deemed to relieve or release (i) Subtenant from the full performance and observance by Subtenant of all of its obligations under this Sublease or (ii) Subtenant or any assignee or sub-subtenant of Subtenant from the obligation of obtaining the consent of Landlord and Sublandlord to any further assignment or sub-subletting as and to the extent required pursuant to the terms of the Lease and this Sublease. Any sub-subleasing or assignment shall be subject to the consent, recapture and other rights of Landlord under the Lease.

17.2. Permitted Assignments. Notwithstanding anything contained in this Sublease to the contrary, Subtenant may, without Sublandlord's consent, but, subject to the consent of Landlord to the extent required under the Lease and to the provisions of Section 17.5 hereof, assign this Sublease or sub-sublease all or any portion of the Subleased Premises in accordance with the terms of Sections 8.01(B) and 8.01(C) of the Lease. Any such assignment or sub-sublease shall not relieve or release Subtenant from the full performance and observance by Subtenant of all of its obligations under this Sublease.

17.3. Collection of Rent. If this Sublease shall be assigned, whether or not in violation of the provisions of this Sublease, Sublandlord may collect rent from the assignee. If the Subleased Premises or any part thereof are sub-sublet or used or occupied by anyone other than Subtenant, whether or not in violation of this Sublease, Sublandlord may, after the occurrence of any monetary or material non-monetary default by Subtenant under this Sublease, in each case, beyond the expiration of any applicable notice and/or cure period, collect the rent from the subtenant or occupant. In either event, Sublandlord may apply the net amount collected to the Rental herein reserved, but no such assignment, sub-subletting, occupancy or collection shall be deemed a waiver of any provisions of this Section 17, or the acceptance of the assignee, subtenant or occupant as tenant. Nothing contained herein shall be construed to relieve the original named Subtenant or any assignee or other successor in interest (whether immediate or remote) of the original named Subtenant from the full and prompt payment, performance and observance of the covenants, obligations and conditions to be paid, performed and observed by Subtenant under this Sublease. The consent by Sublandlord or Landlord to a particular assignment, sub-subletting or use or occupancy by others shall not in any way be considered as a consent to any other or further assignment, or sub-subletting or use or occupancy by others. Reference in this Sublease to use or occupancy by others (that is, anyone other than Subtenant) shall not be construed as limited to subsubtenants but shall also include licensees and others claiming under or through Subtenant, immediately or remotely.

17.4. Additional Consideration. In connection with any assignment or subsublease consented to by Sublandlord or otherwise permitted hereunder other than any assignment or sub-sublease permitted under Section 17.2 above, Subtenant shall, in consideration therefor, pay to Sublandlord, as Additional Rent:

(a) in the case of an assignment, the greater of (i) any amounts which Sublandlord is required to pay to Landlord under the Lease in connection with such assignment (including, without limitation, under Section 8.07 thereof), if any, and (ii) an amount equal to fifty percent (50%) of any Assignment Profit in respect of such assignment, which amount shall be payable to Sublandlord pursuant to the terms of Section 8.07(C) of the Lease as incorporated herein; and

(b) in the case of a sub-sublease, the greater of (i) any amounts which Sublandlord is required to pay to Landlord under the Lease in connection with such sub-sublease (including, without limitation, under Section 8.07 thereof), if any, and (ii) an amount equal to fifty percent (50%) of any Sublease Profits in respect of such sub-sublease, which amount shall be payable to Sublandlord pursuant to the terms of Section 8.07(A) of the Lease as incorporated herein.

(c) The sums payable under subsections (a) and (b) above shall be paid to Sublandlord as and when due and payable pursuant to the terms of Section 8.07 of the Lease as incorporated herein (it being agreed that in no event shall there be any duplication of payments under this Section 17.4 and Section 8.07 of the Lease as incorporated herein).

17.5. Subtenant's Notice. Should Subtenant desire to assign the Sublease or subsublet all or any portion of the Subleased Premises (including, without limitation, pursuant to Section 17.2 above), Subtenant shall notify Sublandlord thereof and request Sublandlord's and Landlord's consent thereto, which notice ("Subtenant's Notice") and request shall set forth (i) all information required to be delivered pursuant to a Tenant's Consent Request pursuant to Section 8.5 of the Lease (as incorporated herein by reference pursuant to Section 6.3(a) above), (ii) the agreed upon terms of the proposed assignment or sub-sublease as reflected in a written instrument, including the effective date of such assignment or sub-sublease, and (iii) in the case of an assignment or sub-sublease under Section 17.2 above, such documents as Landlord and Sublandlord shall require as evidence that said assignment or sub-sublease complies with the provisions of Section 8.01(B) or 8.01(C) of the Lease, as applicable.

17.6. Sublandlord's Recapture Right. In the event of any proposed assignment or a sub-sublease of substantially all of the Subleased Premises other than as permitted in Section 17.2 above, the Sublandlord originally named herein (i.e., Clearbridge Investments, LLC), or any entity succeeding to its rights under the Lease pursuant to the terms of Section 8.01(B) or (C) of the Lease, shall have the rights set forth in Section 8.04 of the Lease, as incorporated herein by reference pursuant to Section 6.3(a) above. For purposes of this Section 17.6(a) "substantially all of the Subleased Premises" shall mean at least eighty five percent (85%) of the rentable square footage of the Subleased Premises. The failure by Sublandlord to exercise its options under this Section 17.6 with respect to any assignment or sub-subletting shall not be deemed a waiver of such option with respect to any extension of such sub-subletting or any subsequent assignment or subsubletting of the Subleased Premises affected thereby. For the avoidance of doubt, the foregoing shall not be construed to limit any rights which Landlord may have under Section 8.04 of the Lease.

17.7 Landlord's Consent. In the event that Landlord's consent is required for a proposed sub-sublease or assignment, Sublandlord hereby agrees to forward such request from Subtenant to Landlord, within five (5) Business Days of receiving the same.

17.8 No Waiver. No assignment or sub-subletting shall be deemed a waiver of the covenant set forth in this Article 17, or the acceptance of the assignee or sub-subtenant as a subtenant, or a release of Subtenant from the further performance and observance by Subtenant of the covenants, obligations and agreements on the part of Subtenant to be performed or observed herein. The consent by Sublandlord or Landlord to an assignment, sale, pledge, transfer, mortgage or subletting shall not in any way be construed to relieve Subtenant from obtaining the express consent in writing, as and to the extent required by this Sublease or the Lease, of Sublandlord and Landlord to any further assignment, sale, pledge, transfer, mortgage or sub-subletting.

17.9 Lease Requirements. Notwithstanding the foregoing provisions of this Article 17, in accordance with Section 8.06 of the Lease, Subtenant may not assign its rights hereunder or further sublet the space demised under this Sublease, in whole or in part, without Landlord's consent (which shall be granted, withheld or not required subject to the same terms and conditions contained in Article 8 of the Lease, as such would be applicable to a similar request by Sublandlord, including those relating to Exempt Transactions) and without complying with all of the terms and conditions of Article 8 of the Lease except that (i) any assignment of this Sublease shall be subject to Landlord's consent not to be unreasonably withheld subject to the terms of Article 8 of the Lease and (ii) the second (2nd) tier down of any further subletting of this Sublease shall not be permitted without Landlord's consent.

18. Holding Over. If Subtenant does not surrender the Subleased Premises or any part thereof in accordance with the terms of this Sublease on or prior to the expiration or earlier termination of the Term, such holding over shall be deemed to be month to month only and shall be subject to all of the terms and conditions contained herein. In such event, Subtenant shall pay Sublandlord a monthly rental (the "Holdover Rental") equal to the amounts set forth in Section 22.02(A) of the Lease, as incorporated herein by reference pursuant to Section 6.03(a) above; provided, however; that if any such holding over by Subtenant occurs after the expiration or sooner termination of the term of the Lease, then (i) in the event such holding over by Subtenant is the sole cause of Sublandlord's being responsible to Landlord for holdover damages pursuant to Article 22 of the Lease, in lieu of any Holdover Rental, Subtenant shall pay Sublandlord, as Additional Rent, any and all amounts Sublandlord is obligated to pay Landlord pursuant to Article 22 of the Lease and under applicable laws, as a result of such holdover, and (ii) in the event such holding over by Subtenant is not the sole cause of Sublandlord's being responsible to Landlord for holdover damages pursuant to Article 22 of the Lease, in lieu of any Holdover Rental, Subtenant shall pay Sublandlord, as Additional Rent, an equitable portion of all amounts Sublandlord is obligated to pay Landlord pursuant to Article 22 of the Lease and under applicable laws as a result of such holdover, calculated based on the Rentable Square Footage of the Subleased Premises as a portion of the total Rentable Square Footage of the Lease Premises being occupied by holdover tenants (including Sublandlord). The provisions of this Article 18 shall not be deemed to limit or constitute a waiver of any other rights of Sublandlord provided herein or at law.

19. Defaults; Remedies.

19.1. Any defaults of Subtenant shall be governed by the provisions of Article 20 of the Lease as incorporated herein. In the event of a default by Subtenant hereunder beyond the expiration of any applicable notice and cure periods, Sublandlord shall be limited to the rights or remedies granted to Sublandlord pursuant to the incorporation of the provisions of Article 20 of the Lease. Notwithstanding the provisions of Article 19 of the Lease, if any Bankruptcy Event shall occur with respect to Subtenant, such Bankruptcy Event shall constitute a default under this Sublease, and in addition to the remedies set forth in Article 19 of the Lease, Sublandlord shall be entitled to exercise the remedies set forth in Article 20 of the Lease as a result of such default. In addition to the foregoing remedies, should the Sublease terminate due to any default of Subtenant, Subtenant shall promptly pay to Sublandlord a fee equal to the unamortized portion (amortized on a straight-line basis over the Term of this Sublease) of the Sublandlord's Contribution and brokerage commissions incurred by Sublandlord in connection with this Sublease.

19.2. Cross-Default. Sublandlord and BT Americas Inc., a Delaware corporation ("BT"), are parties to that certain Agreement of Sublease dated as of April 8, 2008 (as the same may be amended, modified, supplemented or assigned, the "BT Sublease"), pursuant to which BT subleases from Sublandlord a portion of the Lease Premises comprised of the entire 45th and 46th floors of the Building. BT and Ideeli Inc., a Delaware corporation ("Ideeli"), are parties to that certain Agreement of Sub-Sublease dated as of April 2012 (as the same may be amended, modified, supplemented or assigned, the "Ideeli Sub-Sublease"), pursuant to which Ideeli subsubleases from BT a portion of the Lease Premises comprised of the entire 45th floor of the Building. Ideeli and Subtenant are parties to that certain Agreement of Sub-Sub-Sublease dated as of April 14, 2016 (as the same may be amended, modified, supplemented or assigned, the "Datadog Sub-Sub-Sublease"). pursuant to which Datadog sub-sub-subleases from Ideeli a portion of the Lease Premises comprised of the entire 45th floor of the Building. BT and Subtenant are parties to that certain Agreement of Sub-Sublease dated as of September 18, 2017 (as the same may be amended, modified, supplemented or assigned, the "Datadog Sub-Sublease"), pursuant to which Datadog sub-sub-subleases from BT a portion of the Lease Premises comprised of the entire 46th floor of the Building. Should any act, omission, negligence or other default of Subtenant under the Datadog Sub-Sub-Sublease or the Datadog Sub-Sublease directly or indirectly cause a material, non-monetary default beyond any applicable notice and cure periods by BT under the BT Sublease, said act, omission, negligence or other default of Subtenant shall constitute a default under this Sublease.

20. Miscellaneous.

20.1. Entire Agreement Successors. This Sublease contains the entire agreement between the parties concerning the sublet of the Subleased Premises and sets forth all of the covenants, promises, conditions, and understandings between Sublandlord and Subtenant concerning the Subleased Premises. There are no oral agreements or understandings between the parties hereto affecting this Sublease and this 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 Sublease. Any agreement hereafter made shall be ineffective to change, modify or discharge this Sublease in whole or in part unless such agreement is in writing and signed by the parties hereto. No provision of this Sublease shall be deemed to have been waived by Sublandlord or Subtenant unless such waiver be in writing and signed by Sublandlord or Subtenant, as the case may be. The covenants, agreements and rights contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective permitted successors and assigns. Subtenant shall not record this Sublease or the Lease or any instrument modifying the same.

20.2. Severability. In the event that any provision of this Sublease shall be held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Sublease shall be unaffected thereby.

20.3. Headings; Capitalized Terms; Recitals. The section headings appearing herein are for purpose of convenience only and are not deemed to be a part of this Sublease. Capitalized terms used herein shall have the same meanings as are ascribed to them in the Lease, unless otherwise expressly defined herein. The recitals set forth on the first page of this Sublease are hereby incorporated into this Sublease and are made a part hereof by this reference.

20.4. Binding Effect. This Sublease is offered to Subtenant for signature with the express understanding and agreement that this Sublease shall not be binding upon Sublandlord unless and until Sublandlord shall have executed and delivered a fully executed copy of this Sublease to Subtenant.

20.5. Insurance. All commercial liability insurance policies required to be obtained by Subtenant under this Sublease or the Lease shall name Landlord, Sublandlord and Legg as additional insureds. Subtenant shall deliver certificates evidencing such policies to Sublandlord together with Subtenant's execution and delivery of this Sublease.

20.6. Sublease Supersedes. In the event of a conflict or inconsistency between the provisions of this Sublease and the Lease, the provisions of this Sublease shall supersede and control. However, nothing contained herein shall affect the Landlord's rights under the Lease.

20.7. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, in recordable form if necessary, such further documents, instruments or agreements and shall take such further action as may be necessary or appropriate to effectuate the purpose of this Sublease.

20.8. Counterparts; Electronic Signatures. This Sublease 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 process complying with the U.S. federal E-SIGN Act of 2000, such as DocuSign), or other transmission method or any combination of these transmission methods. Any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Manual "wet" original signatures and electronic and digital signatures shall be deemed original signatures for purposes of this Sublease and all matters related thereto, with such manual, electronic, and digital signatures having the same legal effect as original signatures. This Sublease may be executed by any combination of manual, electronic, and digital signatures which shall be legal and binding and shall have the same full force and effect as if an original of this Sublease had been delivered. 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.

20.9. Signage. To the extent permitted under the Consent, and subject to the terms of the Lease (as affected by the Consent), provided that the Signage Threshold (as hereinafter defined) is satisfied, Subtenant shall be permitted, at its sole cost and expense, to install one (1) identification sign in the elevator lobby located on the floor of the Subleased Premises (the "ID Sign"). The ID Sign shall be in accordance with the Building's standard in effect as of the date hereof. For purposes of this Sublease, the terms (i) "Signage Threshold" means that: (1) a Permitted Entity is then the subtenant under this Sublease and is directly subleasing hereunder the entire Subleased Premises from Sublandlord; and (2) Permitted Entities collectively Occupy the entire Subleased Premises; (ii) "Occupies" means with respect to Subtenant, actual occupancy of the Subleased Premises (*i.e.*, exclusive of sub-subtenants (other than Affiliates of Subtenant)) in space leased directly from Sublandlord; "Occupied" and "Occupancy" shall have a correlative meanings; and (iii) "Permitted Entity" shall mean the Subtenant originally named herein or a Successor to the Subtenant originally named herein and/or an Affiliate of the Subtenant originally named herein.

20.10. Move-In Costs. Any costs and expenses (including reasonable attorneys' fees and disbursements) payable under the Lease that are incurred in connection with Subtenant's preparation of the Subleased Premises for Subtenant's occupancy and the move in by Subtenant, including, without limitation, any and all freight elevator charges, shall be paid by Subtenant to Sublandlord as Additional Rent within thirty (30) days after receipt of an invoice from Sublandlord to Subtenant evidencing such costs and/or expenses (except with respect to any such sum that is payable by Sublandlord from Sublandlord's Contribution).

20.11. Condominium Conversion. 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, Subtenant shall comply with all of the terms and provisions of the Condominium Documents relating to the use and occupancy of the Subleased Premises and shall not take any action, or fail to take any action which it is obligated to perform under this Sublease, which would cause Landlord to be in default or violation under any of the Condominium Documents.

20.12. 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 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"). Sublandlord shall use its diligent good faith efforts 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 nor Sublandlord shall have no obligation to provide any Condominium Obligation nor shall either Landlord or Sublandlord have any liability to 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 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 Sublease, neither Landlord nor Sublandlord shall have liability to Subtenant for any damage which may arise, nor shall 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 Sublandlord nor 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 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).

21. Letter of Credit.

21.1. Upon execution by Subtenant of this Sublease, Subtenant shall furnish to Sublandlord, at Subtenant's sole cost and expense, a clean, irrevocable and unconditional letter of credit (the "Letter of Credit") in the amount of \$650,900.00 (the "Security Deposit") drawn in favor of Sublandlord substantially in the form attached hereto as Exhibit B, which shall be assignable, upon request, by Sublandlord at no additional charge to Sublandlord.

21.2. The Letter of Credit shall be issued by and drawn on Silicon Valley Bank or another commercial bank acceptable to 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 Subtenant shall obtain from a different issuer that is reasonably approved by 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 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 Subtenant shall obtain from a different issuer that is reasonably approved by 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, 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 Sublandlord a replacement Letter of Credit such that a Letter of Credit shall be in effect at all times after the date of this Sublease until thirty (30) days beyond the end of the Term, and any extensions or renewals thereof, and thereafter so long as Subtenant is in occupancy of any part of the Subleased Premises (and should Subtenant fail to comply with this provision, said failure shall be a default hereunder entitling Sublandlord to, without notice and without prejudice to any other remedy Sublandlord may have on account thereof, and upon presentation of a certificate of demand, to draw upon the full amount of any Letter of Credit and hold such funds until Subtenant cures such default (or apply them to any damages relating to any Subtenant defaults in accordance with Section 21.3 hereof)). If Subtenant fails to deliver to Sublandlord a replacement Letter of Credit within the time limits set forth in this Section, Sublandlord may, without limiting 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. 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, 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 Subtenant. If a Letter of Credit is lost, mutilated, stolen or destroyed, Subtenant shall cooperate with Sublandlord to have the Letter of Credit replaced (but the cost to replace such Letter of Credit shall be borne by Sublandlord to the extent the Letter of Credit is lost, mutilated, stolen or destroyed while in 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 Sublandlord may be entitled.

21.3. During the Term, and thereafter so long as Subtenant is in occupancy of any part of the Subleased Premises, Sublandlord shall hold the Letter as security for the performance by Subtenant of all obligations on the part of Subtenant hereunder. If Subtenant defaults hereunder beyond the expiration of any applicable notice and cure periods and such default remains uncured, or if Subtenant remains in occupancy of any part of the Subleased Premises beyond the expiration of the Term, then Sublandlord shall have the right from time to time, without notice and without prejudice to any other remedy 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 Sublandlord's damages arising from, or to cure, such default, holdover by Subtenant or default by such subtenant, whether such damages accrue before or after summary proceedings or other reentry by Sublandlord. If Sublandlord shall so apply any funds, Subtenant shall immediately restore the Letter of Credit to the face amount required hereunder. If after the expiration or earlier termination of the Term, Subtenant has vacated the Subleased Premises and there then exists no default by Subtenant in any of the terms or conditions hereof, Sublandlord shall promptly return the Letter of Credit, or, if applicable, the remaining proceeds thereof, to Subtenant (which obligation shall survive the expiration or earlier termination of this Sublease). If Sublandlord conveys Sublandlord's interest under this Sublease, any Letter of Credit or, if applicable, the proceeds thereof, shall be turned over and assigned by Sublandlord to Sublandlord's grantee (or, at Sublandlord's election, Subtenant shall furnish 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 Subtenant). From and after any such transfer, assignment or return, 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, Sublandlord or any mortgagee shall be responsible to 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 Sublandlord hereunder, unless such Letter of Credit shall have been received in hand by, and assigned to, Landlord, Sublandlord, Sublandlord or such mortgagee.

21.4. If Subtenant shall fail to deliver the Letter of Credit or any replacement Letter of Credit to Sublandlord within five (5) Business Days after receipt by Subtenant of a notice thereof from Sublandlord, then the same shall be deemed to be an immediate default hereunder, entitling Sublandlord to exercise all remedies available under Article 20 of the Lease as incorporated herein by reference.

22. Confidentiality. Each of Sublandlord and Subtenant hereby agrees to keep this Sublease, all terms and provisions of this Sublease, all information and contents contained within this Sublease, and any communications made with respect to the negotiation of this Sublease strictly confidential. Neither Sublandlord nor Subtenant shall disclose any of the foregoing to any persons other than (i) the Broker, (ii) Landlord and any Superior Party or proposed Superior Party, (iii) the attorneys and financial advisors representing each party, (iv) with respect to Subtenant, any proposed sub-subtenant of the Subleased Premises or assignee of this Sublease or (v) if required to do so to enforce the terms of this Sublease or as may otherwise be required to be disclosed by law or regulatory requirements or by judicial process. Subtenant's failure to comply with the terms of this Section 22 shall constitute a default hereunder (with no notice or cure period applicable thereto).

23. Right of First Offer.

23.1. ROFO Option. Subject to the terms and conditions of this Article 23, and subject and subordinate to (i) the rights of BT (or Ideeli) and Affiliates of Sublandlord in and to the Lease Premises (including, but not limited to, rights of first offer or first refusal held by BT (or Ideeli) and Affiliates of Sublandlord), if any, and (ii) the rights of Landlord under Section 8.04 of the Lease, provided the ROFO Threshold (as hereinafter defined) is satisfied, Subtenant shall have the option (the "ROFO Option") to sublease all or any portion of the Lease Premises which Sublandlord elects to market for sublease to Third Parties (as hereinafter defined) (the "ROFO Space"). For purposes of this Sublease, the term "ROFO Threshold" means that (1) a Permitted Entity is then the subtenant under this Sublease and (2) Permitted Entities collectively Occupy the entire Subleased Premises.

23.2. Procedure. If Sublandlord elects to market all or any portion of the ROFO Space to Third Parties (as hereinafter defined), then prior to so marketing such space to Third Parties, Sublandlord shall send to Subtenant a written notice ("Sublandlord's ROFO Space Notice") identifying such ROFO Space and setting forth: (i) the approximate date ("Anticipated ROFO Space Availability Date") on which Sublandlord anticipates in good faith that such ROFO Space shall become vacant and available for sublease, (ii) Sublandlord's good faith determination of the Fair Market Value (as hereinafter defined) for such ROFO Space ("Sublandlord's ROFO Space Determination") and (iii) the rentable square foot area of the ROFO Space as determined by Sublandlord in its sole discretion. Within fifteen (15) days following the giving of Sublandlord's ROFO Space Notice, time being of the essence, Subtenant shall send to Sublandlord a written notice ("ROFO Space Acceptance Notice") stating whether Subtenant elects to sublease the ROFO Space, and if it does so elect, whether or not Subtenant agrees to Sublandlord's ROFO Space Determination. In the event Subtenant timely gives Sublandlord the ROFO Space Acceptance Notice, but states therein that Subtenant disputes Sublandlord's ROFO Space Determination, the parties shall engage in good faith negotiations for a period of thirty (30) days to determine the Fair Market Value for the ROFO Space. If the parties cannot reach an agreement within such time, each party agrees to submit the dispute to arbitration, as set forth in subsection 23.9(b) herein, and pending resolution of such dispute, Subtenant shall pay Base Rent for such ROFO Space at the Fair Market Value of such ROFO Space set forth in Sublandlord's ROFO Space Determination, until such time as such dispute shall be finally determined as set forth below. Upon final determination, Sublandlord shall credit Subtenant with any applicable adjustments or Subtenant shall pay Sublandlord the amount of any deficiency (as the case may be), with interest at the Interest Rate (as defined in the Lease) from the commencement of the Term of this Sublease with respect to the ROFO Space. If Subtenant timely gives Sublandlord the ROFO Space Acceptance Notice and does not state therein that Subtenant disputes Sublandlord's ROFO Space Determination, Subtenant shall be deemed to have accepted Sublandlord's ROFO Space Determination and such amount shall be deemed the Fair Market Value for the ROFO Space to which such determination relates. The term "Third Parties", as used herein, means any party other than Sublandlord and its Affiliates (as defined in the Lease).

23.3. Failure to Respond. If Subtenant fails to give the ROFO Space Acceptance Notice within fifteen (15) days of the giving of Sublandlord's ROFO Space Notice, time being of the essence, then with respect to the particular ROFO Space described in such Sublandlord's ROFO Space Notice, Sublandlord shall have no further obligations and Subtenant shall have no further rights under this Article 23 including, without limitation, the right to exercise the ROFO Option or sublease such ROFO Space, and Sublandlord shall be free to sublease such ROFO Space to any party at any rental rate and upon any other terms and conditions determined by Sublandlord in its sole and absolute discretion, and Sublandlord shall be under no further obligation to offer to Subtenant such ROFO Space.

23.4. Term of ROFO Space. If Subtenant shall timely and effectively give the ROFO Space Acceptance Notice as required under this Article 23 to exercise Subtenant's right to Sublease the ROFO Space described in Sublandlord's ROFO Space Notice, the Term of this Sublease with respect to such ROFO Space shall commence on the date Sublandlord delivers vacant possession of such ROFO Space to Subtenant and shall expire on the Expiration Date or such earlier date this Sublease shall terminate in accordance with the terms of this Sublease or pursuant to law.

23.5. ROFO Space Commencement Date. Effective upon the commencement of the subleasing to Subtenant of any ROFO Space (the "ROFO Space Commencement Date"): (i) such ROFO Space shall be deemed to be added to and become a part of the Subleased Premises for all purposes of this Sublease and except as set forth herein, the subleasing of such ROFO Space shall be upon all of the other then applicable terms, covenants and conditions contained in this Sublease with respect to the Subleased Premises (including, but not limited to, the provisions regarding the measurement of electricity) and (ii) this Sublease shall be deemed amended as follows, from and after such date:

(a) the Base Rent payable pursuant to Section 3.1 hereof shall be increased by the Fair Market Value of such ROFO Space as determined in accordance with this Article 23, multiplied by the rentable square foot area of such ROFO Space as set forth in Sublandlord's ROFO Space Notice;

(b) Subtenant's Proportionate Tax Share and Subtenant's Proportionate Operating Expense Share shall be increased to reflect the increased rentable area of the Subleased Premises resulting from the addition of such ROFO Space; and

(c) the term of the ROFO Space shall be coterminous with the Term of this Sublease.

23.6. As-is. Any and all ROFO Space that is added to the Subleased Premises pursuant to this Article 23 shall be subleased to Subtenant, and Subtenant shall accept the same "as-is", on the ROFO Space Commencement Date for such ROFO Space, and Sublandlord shall not be required to perform any work in such ROFO Space, provide any rent abatement or any other rent concessions, or provide any services to make such ROFO Space ready for Subtenant's use or occupancy; provided that Sublandlord shall deliver the ROFO Space to Sublandlord vacant and in broom clean condition, with the plumbing, electrical and Base HVAC System serving the ROFO Space in good working order.

23.7. Amendment to Sublease. Promptly after Subtenant shall have effectively exercised its ROFO Option in respect of any ROFO Space in accordance with the provisions of this Article 23, the parties shall execute, upon the request of either party, any amendment or other documentation reasonably requested to reflect Subtenant's exercise of such ROFO Option and the inclusion of such ROFO Space within the Subleased Premises upon the terms and conditions provided herein, but no such instrument shall be necessary to make such terms and provisions effective.

23.8. Failure to Deliver Possession.

(a) If Sublandlord is unable to give possession of any ROFO Space to Subtenant because of the holding over or retention of possession of any subtenant or other occupant(s), Sublandlord shall not be subject to any liability for failure to give possession on said date and the validity of this Sublease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this Sublease or the subleasing of such ROFO Space, but the rent payable in respect of such ROFO Space shall be postponed until delivery of possession of such ROFO Space. The provisions of this Section 23.8 are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

(b) Notwithstanding the foregoing, if any portion of the ROFO Space cannot be delivered to Subtenant because of the holding over or retention of possession of any subtenant or other occupant(s), then if Subtenant so elects, the portion(s) of the ROFO Space which can be delivered shall be delivered to Subtenant and the Base Rent and Additional Rent applicable thereto, on a rentable square footage basis, shall commence. Sublandlord will promptly take all reasonable action against any holdover tenant of the ROFO Space to obtain possession thereof, including, without limitation, the commencement and prosecution of a summary dispossess proceeding against any such holdover tenant and shall keep Subtenant informed as to the status thereof. Nothing herein shall operate to extend the expiration of the term for the Subleased Premises (including, but not limited to, the ROFO Space added to the demise hereunder) beyond the then Expiration Date. Notwithstanding anything to the contrary contained herein, if Sublandlord willfully refuses to deliver possession of the ROFO Space to Subtenant after such space has been vacated by the prior tenant thereof for any reason other than completion of any repairs required to be performed by Sublandlord due to a casualty or Force Majeure (the date on which such vacancy shall have occurred, as the same may be extended due to Force Majeure or the time necessary to complete any repairs required to be performed by Sublandlord due to a casualty, is referred to herein as the “Required Delivery Date”) (provided that the number of days of Force Majeure delay under this sentence with respect to all Force Majeure events other than the COVID-19 pandemic shall be capped at thirty (30) days), then, in such event, but subject to Subtenant's rights under Section 23.8(c) below, if any portion of the ROFO Space has not been delivered to Subtenant within sixty (60) days after the Required Delivery Date, then as liquidated damages, and not as a penalty, the Base Rent payable for such portion of the ROFO Space shall, subject to the provisions of clause (ii) below (i) be abated one and one half (1 1/2) days for each day after such sixtieth (60th) day after the Required Delivery Date until the ROFO Space has been delivered to Subtenant and (ii) if the ROFO Space has not been delivered to Subtenant within one hundred twenty (120) days after the Required Delivery Date, the abatement in clause (i) shall be increased to two (2) days for each day after such one hundred twentieth (120th) day until the ROFO Space has been delivered to Subtenant.

(c) If any portion of the ROFO Space is not so delivered to Subtenant within six (6) months after the Required Delivery Date therefor then Subtenant shall have the right (to be exercised not later than ninety (90) days following the expiration of such six (6) month period as hereinafter provided) to rescind its election to add to the Subleased Premises such ROFO Space or that portion thereof as to which possession is not obtainable, and in the latter case, Sublandlord, at its own cost, shall separate the portion which is part of the Subleased Premises so it may be legally occupied by Subtenant. If Subtenant does not exercise its rescission right within the aforesaid ninety (90) day period, then Subtenant shall be deemed to have exercised its rescission option. If Subtenant exercises such rescission option and Sublandlord does not deliver such ROFO Space to Subtenant within thirty (30) days after the giving of such rescission notice (time being of the essence), then it shall be deemed that such ROFO Space has not been offered to Subtenant and the applicable provisions of this Article 23 shall continue in full force and effect, subject to the provisions of the next sentence. Upon Sublandlord obtaining vacant possession of the ROFO Space that was the subject of the rescission exercised by Subtenant, Sublandlord agrees to reoffer the same to Subtenant in accordance with the applicable terms of this Article 23.

23.9. Fair Market Value.

(a) (i) The term “Fair Market Value” means the amount of annual Base Rent, determined for the subject period, that a willing sublessee would pay and a willing lessor would accept for the ROFO Space that is to be subleased to Subtenant during the subject period, based upon consideration of all then relevant factors.

(b) Sublandlord or Subtenant may submit the determination of Fair Market Value to arbitration in accordance with the provisions of this Article 23, by delivering a notice thereof to the other party (an “Arbitration Notice”). The party delivering an Arbitration Notice shall be referred to as the “Initiating Party”, and the party receiving an Arbitration Notice shall be referred to as the “Responding Party”. The Arbitration Notice shall appoint, and set forth the name and address of, an arbitrator (herein called the “First Arbitrator”) to act in connection with the determination of Fair Market Value.

(c) After an Arbitration Notice is delivered in accordance with the provisions of this Sublease, the following provisions shall apply:

(i) The Responding Party, within fifteen (15) Business Days after its receipt of the Arbitration Notice, shall, by notice to Initiating Party, appoint, and provide the name and address of, a second arbitrator (herein called the "Second Arbitrator"); it being agreed that if (x) the Responding Party shall fail to appoint a Second Arbitrator within such fifteen (15) Business Day period, and (y) such failure shall continue for ten (10) Business Days after the Responding Party receives a notice of such failure from the Initiating Party (which notice shall expressly refer to this Section 23.9), then the First Arbitrator may appoint the Second Arbitrator.

(ii) After the appointment of both the First Arbitrator and the Second Arbitrator (collectively, the "Initial Arbitrators"), the Initial Arbitrators shall jointly appoint, by written instrument delivered to both the Initiating Party and the Responding Party within thirty (30) days after the appointment of the Second Arbitrator, a third arbitrator to act in connection with the dispute in question (herein called the "Third Arbitrator"); it being agreed that if the Initial Arbitrators shall fail to appoint the Third Arbitrator within the aforesaid thirty (30) day period, then either the Initiating Party or the Responding Party may apply to the American Arbitration Association or any organization which is the successor thereto (the "AAA"), or if the AAA shall refuse or fail to act, to a court of competent jurisdiction in the State of New York, for the appointment of the Third Arbitrator.

(iii) Within ten (10) Business Days after the appointment of the Third Arbitrator, Sublandlord and Subtenant shall each simultaneously submit to each of the arbitrators, and to each other, a written statement setting forth such party's opinion of the Fair Market Value. The statement submitted by Sublandlord pursuant to the immediately preceding sentence is hereinafter referred to as "Sublandlord's Rent Submission"; the statement submitted by Subtenant pursuant to the immediately preceding sentence is hereinafter referred to as "Subtenant's Rent Submission"; and Sublandlord's Rent Submission and Subtenant's Rent Submission are hereinafter referred to as a "Rent Submission". Promptly thereafter the arbitrators shall proceed to determine Fair Market Rent. The decision of the arbitrators shall be limited to the selection of the Rent Submission (as between Sublandlord's Rent Submission and Subtenant's Rent Submission) which, in their opinion, most accurately reflects the Fair Market Value. The arbitrators shall be instructed to render their respective decisions, in writing, within thirty (30) days after receipt of the Rent Submissions. The written decision indicating concurrence by any two (2) of the arbitrators shall be binding and conclusive upon both the Initiating Party and the Responding Party.

(iv) Sublandlord and Subtenant shall each have the right to appear and be represented by counsel before any arbitrator(s) and to submit such data and memoranda in support of their respective positions as may be reasonably necessary or appropriate under the circumstances. If a dispute shall arise as to whether any such data or memoranda is reasonable, a majority of the arbitrators are hereby authorized to resolve same.

(v) Each arbitrator appointed hereunder (whether by Sublandlord, Subtenant or any other person(s), organization or court) shall not then be employed by Sublandlord, Subtenant or any affiliate of Sublandlord or Subtenant, and, in all other respects, shall be impartial. Each arbitrator shall have at least ten (10) years' experience in the valuation of space rentals in first-class office buildings located in downtown Manhattan.

(vi) Each party shall pay the cost of the arbitrator selected by it and one-half (1/2) of the cost of the Third Arbitrator.

(vii) In rendering any decision, the arbitrator(s) shall have no power to modify any of the provisions of this Sublease, and the jurisdiction of arbitrator(s) is limited accordingly. The arbitrators shall be instructed to keep the arbitration and all matters pertaining thereto strictly confidential, both during and for a period of five (5) years after the arbitration is concluded, except as required by applicable law.

24. Access. Sublandlord shall be entitled to enter the Subleased Premises at reasonable times and upon no less than 48 hours' advance notice, solely for purposes of confirming that Subtenant is not in violation of the provisions of this Sublease, and for purposes of accessing Sublandlord's Systems, if any. Additionally, Sublandlord shall have the right, during the last twenty-one (21) months of the Term, to enter the Subleased Premises and to show the same to prospective subtenants. Subtenant may condition Sublandlord's access on a representative of Subtenant being permitted to accompany Sublandlord during any period of such access, provided that Subtenant uses commercially reasonable efforts to make such a representative available at reasonable times and upon the required prior notice. Sublandlord shall not unreasonably disrupt Subtenant's normal business operations in the Subleased Premises in connection with any such entry. Provided Sublandlord uses commercially reasonable efforts to minimize disruption to Subtenant's normal business operations, Sublandlord shall have no liability to Subtenant for any inconvenience or interruptions caused by such entry by Sublandlord pursuant to this provision of this Sublease, provided that Sublandlord shall repair any damage to Subtenant's property or the Subleased Premises caused by Sublandlord during such entry. Landlord shall have access to the Subleased Premises in accordance with the terms of the Lease.

25. Furniture, Fixtures and Equipment.

25.1. The parties hereby acknowledge that the Subleased Premises currently contains certain furniture, fixtures, and equipment listed or depicted in the materials attached hereto and made a part hereof as Exhibit C (collectively, the "Sublandlord FF&E"). On or before July 10, 2020, Subtenant shall provide a schedule to Sublandlord setting forth all items of Sublandlord FF&E, if any, that Subtenant desires that Sublandlord remove from the Subleased Premises on or prior to the Commencement Date at no cost to Subtenant (the "Rejected Sublandlord's FF&E Schedule"), which Rejected Sublandlord's FF&E Schedule shall be attached hereto and made a part hereof as Exhibit D upon delivery to Sublandlord. Subtenant's failure to send the required notice and Rejected Sublandlord's FF&E Schedule by July 10, 2020 shall be deemed Subtenant's election to keep all items of Sublandlord FF&E within the Subleased Premises during the term for Subtenant's use. As used in this Sublease, "Accepted Sublandlord FF&E" shall mean and refer to all Sublandlord FF&E not listed on the Rejected Sublandlord's FF&E Schedule, and "Rejected Sublandlord FF&E" shall mean and refer to all Sublandlord FF&E listed on the Rejected Sublandlord's FF&E Schedule.

25.2. From and after the Commencement Date and thereafter at all times during the Term, Subtenant shall have the right, without charge, to use Accepted Sublandlord FF&E. The Accepted Sublandlord FF&E is being made available to Subtenant without representation or warranty by Sublandlord as to its condition, state of repair or suitability for Subtenant's use, or any other matter related thereto, and, except as set forth in this Article 25, Sublandlord shall have no liability or obligations of any nature whatsoever to Subtenant with respect to the Accepted Sublandlord FF&E (including, without limitation, any obligation to repair, maintain or replace same at any time during the Term). Subtenant agrees to maintain the Accepted Sublandlord FF&E 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 Accepted Sublandlord FF&E shall be and remain the property of Sublandlord during the Term; provided that if certain items of Accepted Sublandlord FF&E are no longer desired by Subtenant for use in the Subleased Premises, Subtenant, at Subtenant's option on written notice to Sublandlord, may remove such items from the Subleased Premises and dispose of them at Subtenant's sole cost and expense. Subtenant hereby agrees to indemnify and hold Sublandlord harmless from and against any claims arising in connection with the removal of any items of Accepted Sublandlord FF&E from the Subleased Premises by Subtenant or its agents, contractors or employees or any injury to person or property arising after the Commencement Date in connection with the use of the Accepted Sublandlord FF&E after the Commencement Date. On the Expiration Date, Subtenant shall purchase the Accepted Sublandlord FF&E for one dollar (\$1.00), provided that if this Sublease shall terminate early due to a default of Subtenant hereunder, then Subtenant shall not have any right to purchase the Accepted Sublandlord FF&E, but Sublandlord may, in its sole discretion, require that Subtenant, at Subtenant's sole cost and expense, remove any Accepted Sublandlord FF&E from the Subleased Premises that Landlord could require Sublandlord to remove at any time under the Lease. Beginning on the Commencement Date, Subtenant agrees to carry at Subtenant's sole cost and expense fire and casualty insurance on the Accepted Sublandlord FF&E in an amount equal to its replacement value and to name Sublandlord and Sublandlord as additional insureds on such insurance policy (it being agreed that the provisions of Section 16.08A of the Lease hereby apply to Subtenant's insurance as if fully incorporated herein). Sublandlord and Subtenant agree to treat Sublandlord as the owner of the Accepted Sublandlord FF&E for Federal, State and local income tax purposes until the Accepted Sublandlord FF&E becomes the property of Subtenant upon the Expiration Date or, if so elected by Sublandlord, upon the earlier termination of this Sublease. No portion of the Rental due hereunder shall be deemed for any purpose paid on account of the conveyance or leasing of the Accepted Sublandlord FF&E. 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 Accepted Sublandlord FF&E to Subtenant on the Expiration Date. Subtenant shall be required to remove the Accepted Sublandlord FF&E upon the Expiration Date at its sole cost and expense. The provisions of this Article 25 shall survive the expiration or earlier termination of this Sublease.

25.3. Sublandlord shall remove, at no cost to Subtenant, all Rejected Sublandlord FF&E from the Subleased Premises on or before the Commencement Date.

26. Surrender; Restoration.

26.1. The terms and provisions of this Section 26 are in addition to any removal, restoration and repair obligations of Subtenant that are incorporated herein from the Lease pursuant to Section 6 hereof. In the event of any conflict between this Section 26 and the Lease, this Section 26 shall control, provided that the Lease shall control in any circumstance in which Subtenant's failure to comply with such term or provision would place Sublandlord in default under the Lease (Subtenant hereby acknowledges and agrees that the one (1) day between expiration of the Term (as defined herein) of this Sublease and expiration of the Term (as defined in the Lease) of the Lease maybe insufficient for Sublandlord's compliance with certain obligations under the Lease).

26.2. Subtenant shall be required to restore the Subleased Premises at the end of the Term (as defined herein) to the same extent that Sublandlord is required to restore the Lease Premises at the end of the Term (as defined in the Lease). The foregoing obligation of Subtenant shall include, without limitation, (a) Subtenant's quitting, surrender, vacation and delivery of the Subleased Premises to Sublandlord in broom clean and good order, condition or repair, (b) Subtenant's removal of all personal property, furniture, fixtures and equipment (including, but not limited to, the Accepted Sublandlord FF&E), signage (including, but not limited to, the ID Sign), alterations and Existing Alterations (in all cases subject to Section 7.3 hereof), Specialty Alterations (subject to Section 7.3 hereof) and Hazardous Materials from the Subleased Premises, (c) Subtenant making repairs to any damage resulting from the removal of the items in (b) above or any negligence or willful misconduct of Subtenant, all to the extent that Sublandlord is required to restore the Lease Premises at the end of the Term (as defined in the Lease). Each party shall deliver to the other party any notices received by such party from Landlord or any other party with respect to surrender and removal obligations relating to the Subleased Premises. In the event that this Sublease is terminated as a result of a default by Subtenant hereunder, then Subtenant shall pay Sublandlord, within thirty (30) days after receipt by Subtenant of an invoice therefor, as Additional Rent, the reasonable out-of-pocket costs and expenses incurred by Sublandlord to restore the portion(s) of the Subleased Premises affected thereby in accordance with the foregoing (as if the date of termination was the end of the Term (as defined herein)).

26.3. Notwithstanding anything contained in this Sublease or the Lease to the contrary, Sublandlord and Subtenant acknowledge that Landlord may require removal of two (2) interior ADA-compliant restrooms in the Subleased Premises (the "ADA Restrooms") prior to the end of the Term (as defined in the Lease). Should Landlord require removal of the ADA Restrooms prior to the end of the Term (as defined in the Lease), or should Sublandlord need to remove any Existing Alterations, then commencing on the date which is forty-five (45) days prior to the end of the Term (as defined herein), Sublandlord shall have (a) reasonable access to the Subleased Premises for purposes of removing the ADA Restrooms and any other Existing Alterations for which Landlord is requiring removal (subject to Section 7.3 hereof) (such access to be pursuant to the provisions of Section 24 hereof) and (b) the absolute right to remove, at Sublandlord's sole cost and expense, said ADA Restrooms and other Existing Alterations from the Subleased Premises. Subtenant shall have no right to claim any abatement, set off, offset or deduction of any kind whatsoever as a result of the foregoing. Subtenant shall cooperate with Sublandlord, at no cost to Subtenant, to ensure that the ADA Restrooms and all other Existing Alterations for which Landlord is requiring removal are removed prior to expiration of the Term (as defined in the Lease). Notwithstanding the foregoing, for the avoidance of doubt, if Subtenant will occupy the Subleased Premises after the expiration or earlier termination of the Term, Subtenant shall automatically assume from Sublandlord any and all removal obligations under the Lease with respect to the ADA Restrooms and any other Existing Alterations.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of Sublease as of the day and year first above written.

SUBLANDLORD:

CLEARBRIDGE INVESTMENTS, LLC,
a Delaware limited liability company, f/k/a ClearBridge Advisors,
LLC, f/k/a CAM North America, LLC

By: /s/ Cynthia K. List

Name: Cynthia K. List

Title:

SUBTENANT

DATADOG, INC., a Delaware corporation

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of Sublease as of the day and year first above written.

SUBLANDLORD:

CLEARBRIDGE INVESTMENTS, LLC,
a Delaware limited liability company, f/k/a ClearBridge Advisors,
LLC, f/k/a CAM North America, LLC

By: _____
Name:
Title:

SUBTENANT

DATADOG, INC., a Delaware corporation

By: /s/ Olivier Pomel _____
Name: Olivier Pomel
Title:

July 13, 2020

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Significant Subsidiaries of Datadog, Inc.

Name	Jurisdiction
Datadog France SAS	France
Datadog Holding Limited	Ireland
Datadog Germany GmbH	Germany
Datadog Ireland Limited	Ireland
Datadog Japan GK	Japan
DDog Singapore PTE. LTD.	Singapore
Datadog Ireland Limited Australia Branch	Australia
Datadog Ireland Limited UK Branch	United Kingdom
Datadog Netherlands BV	Netherlands
Datadog Services Canada, Inc.	Canada

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-237176 on Form S-8 of our reports dated March 1, 2021 relating to the consolidated financial statements of Datadog, Inc. and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended December 31, 2020.

/s/ Deloitte & Touche LLP

New York, New York

March 1, 2021

**Certification by the Chief Executive Officer pursuant to
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Olivier Pomel, certify that:

1. I have reviewed this Annual Report on Form 10-K of Datadog, Inc. (the "registrant") for the fiscal year ended December 31, 2020;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting.

Date: March 1, 2021

By:

Name:

Title:

/s/ Olivier Pomel

Olivier Pomel
Chief Executive Officer and Director
(Principal Executive Officer)

**Certification by the Chief Financial Officer pursuant to
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, David Obstler, certify that:

1. I have reviewed this Annual Report on Form 10-K of Datadog, Inc. (the "registrant") for the fiscal year ended December 31, 2020;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting.

Date: March 1, 2021

By:

Name:
Title:

/s/ David Obstler

David Obstler
Chief Financial Officer
(Principal Financial and Accounting Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Olivier Pomel, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report on Form 10-K of Datadog, Inc. for the fiscal year ended December 31, 2020 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Datadog, Inc.

Date: March 1, 2021

By: _____ /s/ Olivier Pomel
Name: Olivier Pomel
Title: Chief Executive Officer and Director
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, David Obstler, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report on Form 10-K of Datadog, Inc. for the fiscal year ended December 31, 2020 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Datadog, Inc.

Date: March 1, 2021

By: _____ /s/ David Obstler
Name: David Obstler
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)