MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement ("Master Agreement") is between Dynatrace, LLC ("Dynatrace") and the Ordering Activity under GSA Schedule contracts ("Customer" or "Ordering Activity").

Orders for Dynatrace Offerings may be placed by executing an Order Form and/or Statement of Work that includes or incorporates this Master Agreement by reference (together, the "Agreement").

1.   DEFINITIONS. The following terms have the meanings set forth below, unless otherwise indicated:

1.1   "Affiliate" means an entity that controls, is controlled by or is under common control with another entity, where "control" refers to ownership or the right to direct more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

1.2   "Applicable Privacy Laws" means, in relation to any Personal Information that is processed in the provision of the SaaS Subscription, the applicable legislation on the protection of identifiable individuals, including where applicable Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended, replaced or superseded ("General Data Protection Regulation" or "GDPR"), and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable government authorities.

1.3   "Auxiliary Program" means any software that Dynatrace makes available to Customer for purposes of facilitating access to, operation of, and/or use with, the applicable Product.

1.4   "Customer Data" means all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or any User and received and analyzed by the SaaS Subscription.

1.5   "Deliverable" means all works of authorship, formulas, algorithms, databases, scripts, modifications, configurations, logos, symbols, designs, and other inventions (whether patentable or not) that Dynatrace authors, makes, conceives, reduces to practice, develops or otherwise creates, either alone or jointly with others, while performing Professional Services.

1.6   "Documentation" means the then-current technical specifications for a Product contained in the user and system documentation made generally available to Dynatrace customers through the Dynatrace Community Portal and otherwise.

1.7   "Dynatrace Materials" all documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Products, including Deliverables, or that Dynatrace may develop or supply in connection with the Products or Deliverables.

1.8   "Dynatrace Offerings" means the Products and Professional Services.

1.9   "Dynatrace Properties" means the Products, Documentation, Deliverables, and Dynatrace Materials, including all copies, portions, extracts, selections, arrangements, compilations, adaptations, modifications and improvements thereof, and all derivative works of any of the foregoing.

1.10   "Intellectual Property Rights" means (i) patents and patent rights, rights of priority, mask work rights, copyrights, moral rights, trade secrets, know-how and any other form of intellectual or industrial property rights; (ii) any other protected rights or assets and any licenses and permissions in connection therewith; (iii) trademarks, trade names, logos, service marks, designs and other designations of source; in each case (i), (ii) or (iii), recognized in any country or jurisdiction of the world, and whether or not registered or able to be registered and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.

1.11   "Maintenance" means the Product updates and technical support services generally made available to Dynatrace customers who have purchased Maintenance, as specified in its support policies posted in the Dynatrace Community Portal.

1.12   "On-Premise Software" means the software product(s) provided in machine-readable object code form to a Customer as identified on the Order Form, and if applicable, new releases, versions and updates to the foregoing provided as part of Maintenance or during the Term. On-Premise Software may, in Dynatrace's discretion, be offered on a perpetual basis or on a subscription basis for a limited term.

1.13   "Open Source Software" means any open source, community, or other free code or libraries of any type, including, without limitation, any code which is generally made available on the internet without charge, such as, for illustrative purposes only, any code licensed under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or other licenses approved by the Open Source Initiative   at https://opensource.org/licenses.

1.14   "Order Form" means each Dynatrace order form, product schedule, renewal quote or other order document signed by the duly authorized representatives of both parties, or Dynatrace quote which by its terms is accepted by the issuance

of a purchase order by Customer or its authorized representative, which identifies the Product, Maintenance and/or Professional Services ordered by Customer. An Order Form may include an SOW.

1.15 "Personal Information" means any information that by itself or in combination does or can identify a specific individual or as defined in the Applicable Privacy Laws.

1.16 "Privacy Policy" means the Dynatrace Privacy Policy, the current version of which is located on the Dynatrace website at https://www.dynatrace.com/company/privacy/. Dynatrace acknowledges that advertising is limited by GSAR 552.203-71.

1.17 "Products" means the On-Premise Software and SaaS Subscription.

1.18 "Professional Services" means any implementation, training, consulting, performance analysis or other professional services, provided by Dynatrace as set forth on an Order Form or in a SOW.

1.19 "Restricted Information" means any confidential or personal information that is protected by law and that requires the highest level of access control and security protection, whether in storage or in transit. Restricted Information includes but is not limited to: electronic protected health information (ePHI as defined by the HIPAA and HITECH Acts), credit, debit or payment card information regulated by the payment card industry, information subject to the Children's Online Privacy Protection Act of 1998, 15 U.S.C. 6501-6505, and information classified as "sensitive data" (or similar term) under Applicable Privacy Laws.

1.20 "Statement of Work" or "SOW" means a written description of the Professional Services to be provided to Customer pursuant to the terms of the Agreement.

1.21 "SaaS Subscription" means the hosted services provided by or on behalf of Dynatrace to Customer pursuant to an Order Form, including the electronic reports, analyses, and statistical and performance related information generated by the SaaS Subscription.

1.22 "Term" means the period for Customer's access to the SaaS Subscription or use of the On-Premise Software (whether perpetual, limited or subscription) set forth in an Order Form.

1.23 "Subsidiary" means a subsidiary which is greater than fifty (50%) percent owned by a party.

1.24 "Users" means Customer or a Subsidiary's employees and Third-Party Users (as defined in Section 4), if applicable, for whom use and access has been purchased, or obtained for Evaluation.

2. **AGREEMENT; ORDER OF PRECEDENCE.** The Agreement governs the use by Customer and its Users of the Dynatrace Offerings. Each Order Form that incorporates the terms of this Master Agreement will constitute a separate Agreement, and govern its own subject-matter and not any other subject-matter of this Master Agreement. In the event of a conflict between an Order Form and the Master Agreement, the Master Agreement will take precedence, except for (a) any matter that the Master Agreement expressly permits to be established or modified in an Order Form or SOW, or (b) any specific provision in an Order Form that expresses an intent to supersede a specified provision in this Master Agreement. The Privacy Policy is hereby incorporated into and is part of this Master Agreement. Customer agrees that the terms of this Agreement supersede the terms of any purchase order issued by Customer to accept a Dynatrace quote or for Dynatrace Offerings provided under an Order Form or under this Agreement.

3. **AFFILIATES.** Customer may authorize its Affiliates to execute Order Forms and/or SOWs incorporating this Master Agreement subject to Dynatrace's agreement. Such Order Forms or SOWs may be executed between the parties or their respective Affiliates in the local jurisdiction. In such case, the terms and conditions of this Master Agreement will apply to the Affiliate, and Customer and its Affiliate are both responsible and jointly and severally liable to Dynatrace for the Affiliate's acts and omissions.

4. **THIRD PARTY USERS.** Customer may designate its third-party contractor or vendor as a "User" as required to facilitate Customer's use of the Products provided under this Agreement for Customer's internal business operations, provided that use and access by any Third-Party User must be under obligation of non-disclosure consistent with Section 16 (Confidentiality), solely for Customer's or its Subsidiary's benefit, and otherwise subject to the terms of this Agreement. Customer accepts responsibility for the acts or omissions of such Third-Party Users as if they were its own, and agrees to enforce (and to enable Dynatrace to enforce) the terms of this Agreement against Third-Party Users.

5. **LICENSE GRANT.** The license and use rights in the Product granted hereunder are subject to compliance by Customer and its Users with the terms of this Master Agreement and the applicable Order Form, and may be suspended or terminated as set forth in Sections 9 (Payment) or 18 (Termination).

5.1 **On-Premise Software**. Dynatrace grants Customer, during the Term, a limited, non-exclusive, non-transferable right and license (without the right to grant or authorize sublicenses) to install and use the On-Premise Software solely by Customer and its Users within the territory, scope and type of use set forth in the applicable Order Form to process Customer's data for Customer's internal business purposes, in accordance with the Documentation and this Agreement. Customer may reproduce the On-Premise Software and Documentation as reasonably necessary to support its authorized use of the On-Premise Software, and for backup and archival purposes, provided such copies include the Dynatrace trademarks, trade names, logos, and notices present on the On-Premise Software and Documentation.

5.2   **SaaS Subscription**. Dynatrace grants Customer, during the Term, a limited, non-exclusive, non-transferable right for its Users to access and use the SaaS Subscription including, without limitation, the reports and statistical data generated for Customer through its use of the SaaS Subscription, solely by Customer and its Users within the territory, scope and type of use set forth in the applicable Order Form to process Customer's data for Customer's internal business purposes, in accordance with the Documentation and this Agreement. Use of the SaaS Subscription is also subject to the Dynatrace Acceptable Use Policy, a current copy of which is posted at https://www.dynatrace.com/company/legal/customers/. Dynatrace agrees that any violation of the AUP will not result in termination, but only a temporary suspension in order to protect other users or the integrity of Dynatrace's software and services.

5.3   **Open Source Software**. Notwithstanding the foregoing license grants, this Agreement is not meant to change or supersede the terms of any Open Source Software license applicable to any portion of the Products. To the extent that the terms of any such license applicable to any portion of the Products conflict with the license grants set forth herein, the terms of such Open Source Software license will prevail.

6.   MODIFICATIONS AND SUPPORT.

6.1   **Modifications.** Dynatrace reserves the right, in its sole discretion, to make non-material changes to the SaaS Subscription, Acceptable Use Policy, Privacy Policy and other published policies, including, without limitation, changes required to comply with applicable law. It is Customer's responsibility to regularly check the Dynatrace Community Portal for updates. Dynatrace may make new applications, tools, features or functions available from time to time through the SaaS Subscription, the use of which may be contingent upon Customer's agreement to additional terms. Any material updates to this Agreement, SaaS Subscription, Acceptable Use Policy, Privacy Policy and other published policies, shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.

6.2   **Maintenance.** Dynatrace will provide Maintenance for Products pursuant to the applicable support policies and as specified in the relevant Order Form, subject to the payment of any support and/or Maintenance fees set forth therein, including reinstatement fees (if applicable) as specified in the support policies posted in the Dynatrace Community Portal. Notwithstanding the terms in Section 6.1, if Dynatrace changes its support policies to materially reduce Dynatrace's obligations during a paid Maintenance term, Dynatrace will make commercially reasonable efforts to inform Customer thirty (30) days ahead of the effective date of such changes.

7.   **EVALUATION OF PRODUCTS.** This Section 7 (Evaluation of Products) only applies if the Customer has been provided evaluation access to the Products, either through a trial download of On-Premise Software or a free trial to a SaaS Subscription ("Evaluation Access"). Evaluation Access to the Products is subject to all restrictions set forth in this Agreement. In addition, Evaluation Access is provided for the sole and exclusive purpose of enabling Customer to evaluate the Product and will not be put into productive use or included as part of Customer's business processes in any manner. Evaluation Access is provided "AS IS", with no warranties of any kind, express or implied. Certain features may not be available for use during the period of Evaluation Access. Unless otherwise provided, the period for Evaluation Access will be fifteen (15) days, beginning on the date Dynatrace provides such access. Evaluation Access will automatically time-out at the end of the relevant evaluation period without further notice, and may be terminated by Dynatrace at any time and for any reason.

8.   **PROFESSIONAL SERVICES**. This Section 8 (Professional Services) applies only to an Order Form that includes Professional Services.

8.1   **Statements of Work**. Dynatrace will provide the Professional Services identified on an Order Form, which may be further described in one or more SOWs, subject to this Agreement and the Professional Services Terms at https://www.dynatrace.com/company/legal/customers/ which are incorporated by reference into each SOW. Each SOW may include, without limitation: (i) a description of the scope and type of Professional Services; (ii) the location where the Professional Services will be performed; (iii) any Deliverables; (iv) the schedule for performance and delivery of Deliverables; and (v) additional fees and payment terms applicable to the Professional Services. Dynatrace and Customer will cooperate to enable Dynatrace to perform the Professional Services according to the performance schedule and delivery terms in the SOW, if any, and Customer will perform any Customer obligations specified in the SOW. Dynatrace will not be liable to the extent its performance under a SOW is affected by Customer delay, failure to cooperate or to fulfill Customer obligations under the SOW.

8.2   **Deliverables**. Dynatrace retains all Intellectual Property Rights in the Deliverables and other works prepared by Dynatrace under this Agreement. Subject to Customer's compliance with this Agreement, Dynatrace hereby grants Customer a limited, non-exclusive, non-transferable, license to use and reproduce the Deliverables, solely for its internal business purposes with Customer's related use of the applicable Product. Notwithstanding any other provision of this Agreement, (i) nothing herein will be construed to assign or transfer any Intellectual Property Rights in the Dynatrace Materials used by Dynatrace to develop the Deliverables, and to the extent such Dynatrace Materials are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables.

9.   PRICING, INVOICES, AND PAYMENTS.

9.1   **Pricing and Invoicing**. Prices and invoice instructions for the Dynatrace Offerings and Maintenance are set forth in

the applicable Order Form in accordance with the GSA Schedule Pricelist. Subscription fees and Maintenance as a product fees may be invoiced in advance, to the extent set forth in the applicable Order Form. For SaaS Subscriptions, additional charges will apply in the event Customer's usage of the SaaS Subscription exceeds the baseline parameters set forth in the Order Form for that SaaS Subscription.

9.2 **Payments**. Unless otherwise specified in an Order Form, Customer will pay Dynatrace the amounts set forth on any invoice issued pursuant to this Agreement in the specified currency within thirty (30) days of the receipt date of the invoice. Unless otherwise provided in an Order Form or SOW, Dynatrace may impose a late payment charge governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. Customer understands that one or more invoices may be issued under each Order Form, that multiple Order Forms may be executed under this Master Agreement, that Customer shall have no right to set-off, deduct from or reduce payments owed under any Order Form in respect of any claim against or obligation of Dynatrace whatsoever, and that Customer's obligation to pay for products or services ordered under one Order Form is separate from, and not contingent on delivery or performance of other products or services ordered under any other Order Form. In the event of a good faith dispute for payment on any invoice, Customer will notify Dynatrace in writing of the dispute and the parties will use commercially reasonable efforts to resolve such dispute. Undisputed amounts remain payable as provided herein and in the relevant Order Form.

9.3 **Reserved.**

9.4 **Delivery**. Products are made available by electronic delivery. Products are deemed to be delivered and accepted on issuance of the license key or when electronic notice is sent that the purchased Products are available.

10. **TAXES AND DUTIES**. Dynatrace shall state separately on invoices any taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

11. **RESTRICTIONS**. Customer will not directly or indirectly, and will not permit any User, Affiliate, or third party, to: (i) use the Dynatrace Properties in contravention of any applicable laws or government regulations, including, without limitation, applicable privacy laws or in violation of this Agreement; (ii) except and to the extent specifically permitted by applicable law, reverse engineer, decompile, disassemble or otherwise attempt to derive or gain access to the object code, source code or underlying ideas, methodologies or algorithms of the Dynatrace Properties; (iii) modify, adapt, translate, or create derivative works based on any element of the Dynatrace Properties; (iv) sublicense, rent, lease, distribute, publish, sell, resell, assign, or otherwise transfer its rights to use any Product or Deliverable, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (v) commercially exploit the Products or Deliverables; (vi) use the Products or Deliverables for any purpose other than their intended purposes, including but not limited to the purchase or mining of cryptocurrencies whether or not blockchain technologies are in use; (vii) introduce any Open Source Software into any Product or Deliverable; (viii) disclose passwords, usernames, or other account information to any third party, except an authorized Third Party User; or (ix) access or use any Product or Deliverable for competitive analysis or to design, create, offer or build a product or service that is competitive with any Dynatrace product or service or that uses ideas, features, or functions similar to a Dynatrace product or service. Customer will not (a) make the SaaS Subscription or any portion thereof available for use, access, display, searching or retrieval by, or on behalf of, any third party or make the SaaS Subscription available in any "public" or "free" area or area accessible on the worldwide web.

12. **OWNERSHIP.**

12.1 **General**. Customer acknowledges and agrees that this is not an agreement for custom development or "work for hire", and as such, Customer will not acquire any ownership rights in the Dynatrace Properties.

12.2 **Dynatrace Properties; Feedback**. As between Dynatrace and Customer, all right, title and interest in the Dynatrace Properties, and all suggestions, ideas and feedback proposed by Customer regarding the Dynatrace Properties, including all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by Dynatrace or its licensors, as applicable. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. Customer hereby does and will irrevocably assign to Dynatrace all evaluations, ideas, feedback and suggestions made by Customer to Dynatrace regarding the Dynatrace Properties (collectively, "Feedback") and all Intellectual Property Rights in the Feedback. Dynatrace acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

12.3 **Customer Data**. As between Dynatrace and Customer, all right, title and interest in the Customer Data and all Intellectual Property Rights therein, belong to and are retained solely by Customer. Customer hereby grants to Dynatrace a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Dynatrace to provide any Dynatrace Offerings to Customer, subject to compliance by Dynatrace with its confidentiality obligations under Section 16 (Confidentiality).

13. **WARRANTIES.**

13.1 **Mutual Warranty**. Each party represents, warrants and covenants that: (i) it has the full power and authority to enter into this Master Agreement and to perform its obligations hereunder, without the need for any consents, approvals or

immunities not yet obtained; and (ii) its acceptance of and performance under this Master Agreement will not breach any oral or written agreement with any third party or any obligation owed by it to any third party.

13.2 **Limited Warranties and Remedies**.   The following limited warranties apply only to the extent that Customer has purchased the applicable Dynatrace Offering:

    13.2.1 **Dynatrace Products**. Dynatrace warrants that the Products will operate substantially in compliance with the applicable Documentation for a period of (90) days after notice of availability for download in the case of On-Premise Software, or during the Term in the case of SaaS Subscriptions, provided that the Products have been properly installed and always used as described in the applicable Documentation, and have not been modified or added to other than by Dynatrace. If the Product does not perform as warranted during the warranty period, Dynatrace will undertake, at its sole option and as Customer's exclusive remedy for breach of this warranty, to (i) correct the non-conformance, or (ii) to replace the On-Premise Software. If Dynatrace determines that it is not commercially reasonable or possible to correct a material non-conformity within a reasonable time from receipt of written notice from Customer detailing the warranty claim, the Order Form for the affected Product will be cancelled and Dynatrace will refund any unused prepaid fees for the affected Product.

    13.2.2 **Professional Services**. Dynatrace will use commercially reasonable efforts to perform the Professional Services and deliver the Deliverables according to the specifications, if any, set forth in the relevant Order Form and SOW. If Dynatrace fails to do so and Customer notifies Dynatrace within 30 days of the date the Professional Services were performed, Dynatrace will re-perform the non-conforming Services. If Dynatrace determines that re-performance is not commercially reasonable, Customer may cancel the SOW as to the affected Professional Services and Dynatrace will refund to Customer any pre-paid fees corresponding to the affected Professional Services.

    13.2.3 SaaS Subscription. Customer acknowledges that factors such as changes by Customer to its monitoring profile, and corrupted, incomplete and/or interrupted data received by Dynatrace from Customer's site(s), may have a material impact on the accuracy, reliability and/or timeliness of results, and Dynatrace shall not be responsible for any such factors beyond its reasonable control. Customer shall be responsible for all content or materials originating or transmitting from its Web site(s) (its "Content"). Customer shall comply with any instructions and/or specifications provided to Customer by Dynatrace for the relevant SaaS Subscription. Customer shall not alter or configure the SaaS Subscription to collect and/or transmit Restricted Information.

Customer acknowledges that the foregoing are Customer's sole and exclusive remedies for breach of the warranties set forth in this Section.

13.3 **WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN SECTION 13.1 AND 13.2, DYNATRACE DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DYNATRACE DOES NOT WARRANT THAT: (A) THE USE OF ANY DYNATRACE PRODUCT OR DELIVERABLES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE PRODUCTS OR DELIVERABLES OR ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR DELIVERABLES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; OR (D) THE PRODUCTS OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR THAT ERRORS OR DEFECTS THEREIN WILL BE CORRECTED. DYNATRACE OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DYNATRACE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

14. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

14.1 **IP Claims**. Dynatrace, at its expense, will defend Customer and its Affiliates and their respective officers, directors and employees (the "Customer Indemnified Parties") from and against all actions, proceedings, claims and demands by a third party (a "Third-Party Claim") alleging that the Product received by Customer under the applicable Order Form, as of the delivery date, infringe any copyright or misappropriate any trade secret and will pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or final award) incurred by the Customer Indemnified Parties directly from any such Third-Party Claim. Notwithstanding anything to the contrary in this Master Agreement, the foregoing obligations will not apply with respect to a claim of infringement that arises out of (i) infringing or illegal Customer Data; (ii) use of the Product in combination with any software, hardware, network, technology or system not supplied by Dynatrace where the alleged infringement relates to such combination; (iii) any modification or alteration of the Product other than by Dynatrace; (iv) Customer's continued use of the Product after Dynatrace notifies Customer to discontinue use because of an infringement claim; (v) Customer's violation of applicable law; (vi) use of the Product other than as authorized under this Master Agreement; or (vii) failure to implement an update, upgrade or bug fix that Dynatrace has provided at no charge where such implementation may avoid infringement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

14.2 **Mitigation**. If any Third-Party Claim which Dynatrace is obligated to defend has occurred, or in Dynatrace's determination, is likely to occur, Dynatrace may, at its option (i) obtain for Customer the right to continue using the Product; (ii) replace or modify the Product so that it avoids such claim; or if such remedies are not reasonably available, (iii) terminate Customer's license for the infringing Product or Deliverable and provide Customer with a refund of any unused fees Customer prepaid to Dynatrace for the infringing Product or Deliverable, provided however that with respect to infringing Products which were licensed to Customer for a perpetual term, such refund is pro-rated equally over a sixty (60) month period from the date of delivery of such Product. If such termination materially affects Dynatrace's ability to meet its remaining obligations under the relevant Order Form then Dynatrace may, at its option and upon written notice, terminate the Order Form, in whole or in part.

14.3 **Procedures.** Dynatrace's obligations under this Section 14 are conditioned upon (i) being promptly notified in writing of any Third-Party Claim, (ii) having the sole and exclusive right to control the defense and settlement of the Third-Party Claim, and (iii) the Customer Indemnified Parties providing all reasonable assistance (at Dynatrace's expense and reasonable request) in the defense of such Third-Party Claim. In no event will a Customer Indemnified Party settle any claim without Dynatrace's prior written approval. The Customer Indemnified Party may, at its own expense, engage separate counsel to advise it regarding a Third-Party Claim and to participate in the defense of the Third-Party Claim, subject to Dynatrace's right to control the defense and settlement.

14.4 **Sole Remedy**. THE TERMS OF THIS SECTION 14 STATE DYNATRACE'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY ANY DYNATRACE PRODUCT, DELIVERABLE, OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF DYNATRACE WITH RESPECT THERETO.

15.   RESERVED.

16.   CONFIDENTIALITY.

16.1 **Definition of Confidential Information**. "Confidential Information" means any and all non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Master Agreement, that is designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary. Confidential Information includes, but is not limited to: information related to either party's technology, products, know-how, trade secrets, security reports, whether or not patentable or copyrightable, specifications, customers, business plans, pricing information (excluding the GSA Schedule Pricelist and Purchase Order pricing), promotional and marketing activities, finances and other business affairs, Dynatrace Properties and anything else created or developed by Dynatrace in connection with this Master Agreement and the Dynatrace Offerings. Customer will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Dynatrace Properties.

16.2 **Nondisclosure Obligations**. The Receiving Party will not use the Confidential Information of the Disclosing Party for any purpose other than as necessary to fulfill its obligations or to exercise its rights under this Master Agreement, and by Dynatrace to improve the Dynatrace Offerings (the "Purpose"). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any third party; provided that the Receiving Party may disclose Confidential Information to its partners, officers, directors, employees, contractors, Affiliates, agents, advisors, or representatives who need access to such Confidential Information for the Purpose and who are subject to written confidentiality obligations at least as stringent as the obligations set forth in this Section 16. Each party accepts responsibility for the actions of its partners, officers, directors, employees, contractors, Affiliates, agents, advisors and representatives, and will protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach hereunder, and will cooperate with any reasonable request of the Disclosing Party in enforcing its rights.

16.3 **Exceptions to Confidential Information**. "Confidential Information" does not include information which: (i) is known by the Receiving Party prior to receipt from the Disclosing Party, without any obligation of confidentiality; (ii) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Master Agreement; or (iv) is independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party's expense. Dynatrace recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

16.4 **Reserved**.

16.5 **Use of Aggregate or Anonymized Data**. Notwithstanding anything else in this Agreement or otherwise, Dynatrace may, in accordance with Applicable Privacy Laws, monitor use of the SaaS Subscription by its customers and use the data in the aggregate in the pursuit of its legitimate commercial interests, including for industry analysis, benchmarking,

analytics, and marketing. Customer agrees that Dynatrace may collect, use and disclose such information that does not incorporate Customer Data or Personal Information, or otherwise identify Customer or its Users.

17. LIMITATION OF LIABILITY.

17.1 EXCEPT AS PROVIDED IN SECTION 14 (INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS), IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF DYNATRACE, ITS AFFILIATES AND LICENSORS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL PURCHASE ORDER PRICE, INCLUDING FEES PAID BY CUSTOMER FOR THE DYNATRACE OFFERINGS GIVING RISE TO THE LIABILITY.

17.2 IN NO EVENT WILL DYNATRACE BE LIABLE FOR (A) INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR (B) LOSS OF OR DAMAGE TO CUSTOMER'S DATA FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR SAVINGS, SYSTEMS OR BUSINESS INTERRUPTION OR DISRUPTION, EVEN IF DYNATRACE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AT ITS OPTION AS SET FORTH IN SECTION 14.2, DYNATRACE WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17.3 DYNATRACE DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (B) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

18. TERM AND TERMINATION.

18.1 **Term of Master Agreement**. This Master Agreement commences on the Effective Date and continues for a period of five (5) years thereafter, unless terminated earlier as provided in this Section.

18.2 **Term of Order Forms; SOWs**. Each Order Form or SOW incorporating this Master Agreement begins on its effective date and, unless earlier terminated under Section 18.3, continues in effect through the end date of the Term set forth therein, or for SOWs, the Service Period as defined therein.

18.3 **Termination for Cause**. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the prime contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Dynatrace shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

18.4 **Effect of Termination or Expiration of Agreement**.

18.4.1 **Termination or Expiration of Master Agreement**. Termination or expiration of this Master Agreement will not affect any existing Order Forms, but will terminate the ability of the parties to enter into subsequent Order Forms or Statements of Work.

18.4.2 **Termination of Order Form; SOW**. On termination or expiration of an Order Form (other than the termination by Customer under Section 18.3 of an Order Form for Product licensed for a perpetual term), Customer's license or subscription to the Product purchased thereunder will terminate and Customer and Users will immediately cease to use SaaS Subscription and either uninstall or destroy the On-Premise Software and any Auxiliary Programs. Upon request by Dynatrace, Customer will certify in writing to Dynatrace that all copies of such On-Premise Software are no longer in use. Dynatrace will make any Customer Data stored in the SaaS Subscription available on request by Customer in the format in which it is stored in the SaaS Subscription for 45 days following the effective date of termination. After such 45-day period, Dynatrace will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. For the avoidance of doubt, except in the case of termination following Customer's infringement of Products as provided in Section 18.3 above, termination of one Order Form will not terminate this Master Agreement or any other Order Form, or the Dynatrace terms incorporated therein.

18.4.3 **Refund or Payment upon Termination**. If an Order Form or SOW is terminated in accordance with Section 18.3 (Termination for Cause), Dynatrace will refund Customer any unused prepaid fees for the Dynatrace Offering terminated, provided however that with respect to Products licensed to Customer for a perpetual term, such refund is pro-rated equally over a sixty (60) month period from the date of delivery of the Product.

18.5 **Survival**. The following provisions will survive expiration or termination of this Agreement: (i) any payment obligations of Customer hereunder; (ii) 9 (Pricing, Invoicing, and Payments), 10 (Taxes and Duties), 11 (Restrictions), 12 (Ownership), 14 (Infringement of Intellectual Property Rights), 15 (Customer Indemnity), 16 (Confidentiality), 17 (Limitation of Liability and Damages), 18 (Term and Termination), 26 (Notices), 27 (Governing Law), and (iii) any rights (including surviving perpetual licenses) or obligations which are expressed to, or by their nature, will survive. The expiry or termination of this Master Agreement does not affect any rights which accrued before the date of expiry or

termination.

19. **AUDIT.** Customer grants Dynatrace, or its designated agent, the right to audit Customer's use of the Dynatrace Product, on reasonable notice, subject to Government security requirements, and during normal business hours, once in any twelve-month period. Customer will reasonably cooperate with the audit and provide access to all records reasonably requested to verify Customer's use of the Products as permitted by this Agreement. Customer will, without prejudice to other rights of Dynatrace, address any non-compliance identified by the audit by promptly paying additional fees at Dynatrace's then-current list price in accordance with the GSA Schedule Pricelist.

20. **INDEPENDENT CONTRACTORS.** The parties are independent contractors and will so represent themselves in all regards.

21. **FORCE MAJEURE.** Excusable delays shall be governed by FAR 52.212-4(f).

22. **ASSIGNMENT.** Neither party may transfer or assign this Master Agreement, or any Order Form or agreement incorporating it, in whole or in part, without the other's prior written consent. A transfer or assignment upon a change of control, through a merger, consolidation, reorganization, operation of law or otherwise, will be deemed a transfer or assignment for purposes of this Agreement that requires the other party's prior written consent. Notwithstanding the foregoing, Dynatrace may assign the Master Agreement or any Order Form or agreement incorporating it, to any of its Affiliates, or to an entity who acquires all or substantially all of its business or assets, or in connection with a change in control of Dynatrace (through merger, consolidation, reorganization, operation of law or otherwise) in accordance with the provisions of FAR 42.1204. Any assignment in violation of this Section will be void *ab initio* and of no effect. Subject to the foregoing, this Master Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

23. **COMPLIANCE WITH LAWS.**

23.1 Dynatrace will comply with all laws and regulations that apply to its provision of the Dynatrace Offering. However, Dynatrace is not responsible for compliance with any laws or regulations that apply to Customer or Customer's industry that are not generally applicable to information technology service providers. Dynatrace does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident notification terms of Section 24 below.

23.2 Customer must comply with all laws and regulations applicable to its use of the Dynatrace Offerings, including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls, and for determining whether the SaaS Subscription is appropriate for storage and processing of information subject to any specific law or regulation.

24. **DATA PROTECTION AND SECURITY.**

24.1 **General.**

24.1.1 Data Security. Dynatrace has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Personal Information against accidental, unauthorized or unlawful access, disclosure, damage, alteration, loss, or destruction. Notwithstanding the foregoing, Customer is responsible for its secure use of the SaaS Subscription, including securing its account authentication credentials, protecting the security of Personal Information when in transit to and from the SaaS Subscription and taking any appropriate steps to securely encrypt or backup any Personal Information uploaded to the SaaS Subscription.

24.1.2 If Dynatrace becomes aware of any unlawful access to any Personal Information stored on Dynatrace equipment or in a Dynatrace facility, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Personal Information (each a "Security Incident"), Dynatrace will notify Customer of the Security Incident (provided that such notification may be delayed as required by a law enforcement agency) and take commercially reasonable steps to comply with its obligations under Applicable Privacy Laws pertaining to responding to a Security Incident. Dynatrace's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Dynatrace of any fault or liability with respect to the Security Incident. Customer must notify Dynatrace promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the SaaS Subscription.

24.1.3 The Customer acknowledges that the Dynatrace Offerings do not require the need to process Restricted Information; therefore, under no circumstances will Customer upload or otherwise provide to the SaaS Subscription any Restricted Information. In the event that Restricted Information is inadvertently provided, Dynatrace will treat it in the same way as it treats Personal Information under this Agreement.

24.1.4 If there is new guidance or a change in the Applicable Privacy Laws that renders all or part of the SaaS Subscription illegal, Dynatrace may notify Customer of such modifications to this Section 24 as it reasonably deems necessary in light of such new guidance or change in Applicable Privacy Laws. If the Customer does not wish to accept the new terms in this Section 24, the Customer may terminate this Agreement within fifteen (15) days of the date such notice is given.

24.2 **GDPR.** To the extent applicable under the GDPR, the General Data Protection Addendum located at https://assets.dynatrace.com/global/legal/Dynatrace-GDPR-Addendum-May-1-2018.pdf, (the "GDPR Addendum") is hereby incorporated as an addendum to this Master Agreement. The Ordering Activity is not bound by the GDPR Addendum, or the GDPR.

25. **NOTICES.** Either party may give notice by written communication, sent by first class postage prepaid mail or nationally recognized overnight delivery service, to the other party's address as specified in this Master Agreement. Customer may send notices to Dynatrace at 1600 Trapelo Road, Suite 116, Waltham, MA 02451, Attention: General Counsel, with a copy to legalnotices@dynatrace.com. Dynatrace may send notices to Customer at the address set forth at the top of this Master Agreement. In addition, Dynatrace may provide notices related to the SaaS Subscription and Maintenance either through the SaaS Subscription or Dynatrace Community online portals or to the email address on record with Dynatrace. Either party may from time to time change its address for notices under this Section by giving the other party notice of the change in accordance with this Section.

26. **CUSTOMER REFERENCE.** Customer agrees that Dynatrace may reference the Customer as a Dynatrace customer, subject to Customer's trademark and logo usage guidelines provided by Customer, and that occasionally, after Customer review, Dynatrace may issue a press release and case study. Dynatrace acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.

27. **GOVERNING LAW.** This Master Agreement will be governed by and construed in accordance with the Federal laws of the State of the United States. The parties agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Master Agreement.

28. **EXPORT CONTROLS**. Customer agrees to comply with applicable U.S. Governmentexport and re-export laws, regulations and requirements. Customer further certifies that it will not export or re-export any software that may be subject to such laws, regulations and requirements, to any location, or to any end-user, or for any end-use, without first obtaining any export license, permit or other approval that may be required. Without limiting the foregoing, Customer specifically agrees that it will not export or re-export any software subject to export and re-export laws to (1) any Group E country listed in SUPPLEMENT NO. 1 TO PART 740 – COUNTRY GROUPS and the Crimea Region of Ukraine or (2) any company, entity or person listed as a party of concern found here http://2016.export.gov/ecr/eg_main_023148.asp, or (3) for any end-use related to the development, production or use of nuclear, chemical or biological weapons or missiles.

29. **ANTI-CORRUPTION**. The Parties agree to:

    (a)   comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

    (b)   not engage in any activity, practice or conduct which would constitute an offence under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

    (c)   have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, to ensure compliance with these laws and will enforce them where appropriate; (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement;

    (d)   immediately notify the other party in writing if a foreign public official becomes an officer or employee of the party or acquires a direct or indirect interest in the party;

    (e)   for the purpose of this Section 29 (Anti-Corruption), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with applicable laws, statutes and regulations relating to anti-bribery and anti-corruption. For the purposes of this Section 29 (Anti-Corruption), a person associated with a party includes any subcontractor of the party.

30. **ENTIRE AGREEMENT**. This Master Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreements, discussions, proposals, representations or warranties, written or oral, with respect to the subject matter hereof. Each party acknowledges that it has participated in negotiating this Master Agreement and agrees that contractual ambiguities are not to be construed in favor of or against any party based on its role in drafting this Master Agreement. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party. Failure or delay by either party in exercising any right or remedy will not constitute a waiver. If any provision of this Master Agreement will be declared invalid, the entire Master Agreement will not fail on its account, and that provision will be severed, with the balance of this Master Agreement continuing in full force and effect. This Master Agreement may only be amended in writing signed by both parties.

    CUSTOMER: **DYNATRACE:**

    _____   _____

Authorized Signature

_____
Name

_____
Title

_____
Date

Authorized Signature

_____
Name

_____
Title

_____
Date