Dynatrace Developer Program

Developer Tools License Agreement

Dynatrace offers various tools and documentation including APIs, the ActiveGate plug-in framework, the OneAgent plug-in framework, SDKs, sample code, software and documentation (collectively, "Developer Tools") which enable our customers and partners to extend the Dynatrace® platform in order to meet customer use cases that are unsupported by the Dynatrace platform's default capabilities.

The terms of this Developer Tools License Agreement (these "Developer Terms") apply to and govern your access to and use of the Developer Tools.

Capitalized terms not defined in these Developer Terms have the meanings set forth in our End User Terms.

By selecting the "Accept License Terms" button or box (or the equivalent), or by installing or using the Developer Tools, You indicate Your acceptance of and agreement to these Developer Terms and Your agreement, as an authorized representative of Your company or organization (if being acquired for use by an entity) or as an individual, to comply with these Developer Terms. If You are not willing to be bound by these Developer Terms, do not download or access the Developer Tools.

Dynatrace reserves the right to modify, suspend or terminate Your participation in the Developer Program, and/or Your use of the Developer Tools, at any time, in Dynatrace's sole discretion.

1. **Definitions**

"Developer Environment" refers to a limited non-production instance of the Dynatrace SaaS or on-premise Dynatrace Managed environment provided to you by Dynatrace pursuant to these Developer Terms.

"Dynatrace platform" means the Dynatrace software intelligence offering licensed to You, whether deployed as a SaaS offering, or deployed on-premise and licensed for a limited term or on a perpetual basis.

"You" and "Your" refers to (a) a company or organization (each an "Entity") accessing the Developer Tools, if use of the Developer Tools will be on behalf of such Entity; or (b) an individual accessing the Developer Tools, if use of the Developer Tools will not be on behalf of an Entity.

"We" and "Our" refers to Dynatrace LLC and its subsidiaries.

2. **License Rights**

Subject to your compliance with these Developer Terms, and also with our Terms of Use as applicable, We grant You a limited, non-exclusive, non-transferable and revocable license to use the Developer Tools internally and not in productive use solely for the purpose of developing and testing integrations between customer or third-party applications, networks, databases or systems with the Dynatrace® platform ("Your Integration"), and not for any other purpose.

You may deploy and use Your Integration for production purposes together with (and for so long as you are subscribed to use) your paid instance of the Dynatrace® platform. This license is valid from download through the expiration or termination of (i) your paid Dynatrace license or subscription (if you are a Dynatrace customer), or (ii) your VAR, Master Partner, Technology Partner, System Integrator or other

Dynatrace Partner Progam agreement (if you are a Dynatrace partner), in either case subject to earlier termination as provided under these Developer Terms.

You are free to make Your Integration available to others who You believe in good faith to be legitimate paid customers of the Dynatrace platform. However, You do not have any rights to (i) distribute the Developer Tools to any other person or entity, or (ii) to deploy Your Integration for use with any technology except that:

a) If you are a Dynatrace Customer, you may deploy Your Integration for use with your paid instance of the Dynatrace® platform; and

b) If you are a Dynatrace VAR, Master Partner, system integrator or other member of the Dynatrace Partner Program, you may market and deploy Your Integration for use by such legitimate customers of the Dynatrace® platform that you are authorized to market or sell to under your Dynatrace Partner Program agreement, and within the scope contemplated under that agreement.

Some portions of the Developer Tools may be offered under an open source license. The provisions in the open source license and not these Developer Terms govern your use of that software. See "Open Source" below.

3. You Are Responsible for Your Integrations

You assume full responsibility for the performance of Your Integrations, and will indemnify, defend and hold harmless Dynatrace (including all of its officers, employees, directors, subsidiaries, representatives, affiliates and agents) and Dynatrace's licensors from and against any claims or lawsuits, including attorney's fees and expenses, that arise or result from Your Integrations, including without limitation any claims arising from (i) any interruption, degradation, error, malfunction or other issue in any instance of the Dynatrace® platform caused by Your Integrations, and (ii) your failure to fully comply with any and all Applicable Privacy Laws with respect to any information or data brought into or accessed from any instance of the Dynatrace® platform through Your Integrations, including Customer Data.

4. Ownership

You retain title to and copyright for Your Integrations, subject to Dynatrace's title to and copyright in the Developer Tools.

You acknowledge that as between you and Dynatrace, Dynatrace retains all worldwide right, title and interest in the Developer Tools, the Dynatrace platform and all Dynatrace Properties, including without limitation all copyright, patent, and all other intellectual property rights therein, and these Developer Terms don't grant you any ownership rights in any of the Dynatrace Properties. If you acquire any rights in the Developer Tools or the Dynatrace Properties through your use of the Developer Tools, by operation of law or otherwise, you, at no expense to Dynatrace, hereby assign all such rights to Dynatrace LLC. You shall not remove or modify any markings or any notice of our proprietary rights from the Developer Tools.

By using the Developer Tools, you agree that we may: (a) collect and use information from you and any users of Your Integration ("Your Users") as described in our Privacy Policy; (b) use automated or manual methods to analyze Your Integration; and (c) review or monitor the Developer Tools (including without limitation how the Dynatrace platform is being accessed and used), for purposes including quality control, improving our Products, the Dynatrace platform or Developer Tools, and verifying your compliance with

these Developer Terms. You agree that we have no obligation to review or monitor the Developer Tools or the Dynatrace platform.

5. Your Representations and Warranties

You represent, warrant and covenant that: (a) all information you have provided and will provide to Dynatrace is true, accurate and complete; (b) you are in compliance with the terms of your separate paid subscription or license to the Dynatrace platform, and will remain so during the period of your use of the Developer Tools, (c) you have the full right, power and authority to (A) develop, deploy, operate and support Your Integration, use the Developer Tools, (B) provide to Dynatrace for processing any and all the Personal Information that is delivered to or accessible by your Dynatrace® instance by means of Your Integration to Dynatrace, and (C) enter into these Developer Terms; and (d) your Integration, its contemplated use and your use of the Developer Tools does not and will not violate the intellectual property or other rights of others, or violate any laws.

6. Your Use of The Developer Tools

(a) Complying with Our Policies. Any use of the Developer Tools must comply with all applicable Dynatrace policies and requirements such as our Acceptable Use Policy set forth at https://www.dynatrace.com/company/trust-center/customers/, our Privacy Policy and our Trademark Usage Guidelines set forth at https://www.dynatrace.com/company/trust-center/policies/, or other documentation provided by Dynatrace, which may be modified from time to time.

(b) Prohibited Actions. You, your use of the Developer Tools and Your Integration may not, and may not attempt to, do any of the following:

- Violate, or encourage or facilitate the violation of, these Developer Terms, or our Terms of Use, Privacy Policy, Acceptable Use Policy or Trademark Usage Guidelines.
- Access or attempt to access the Developer Tools by means other than as described in the documentation provided by Dynatrace.
- Mislead, confuse or surprise Your Users or your customers or their users. For example, Your Integration should be transparent with Your Users about what it does, and you should obtain Your Users' prior affirmative consent to: (a) modify Your Users' account settings, data or device; (b) store or share Your Users' content; or (c) attempt to gain any rights to Your Users' content.
- Sell, rent, transfer, sublicense or otherwise provide use of any rights granted in these Developer Terms to any third party.
- Cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Developer Tools;
- Disclose results of any benchmark tests performed with the Developer Tools without our prior written consent.

If we believe, in our sole discretion, that you have violated or attempted to violate any term, condition or the spirit of any of these rules, your license to and ability to use and access the Developer Tools may be temporarily or permanently revoked, with or without notice.

(c) Usage Limits. Dynatrace sets and enforces limits on your use of the Developer Tools (for example, Dynatrace will allow You to use the Dynatrace Platform in the Developer Environment for up to five Host Units and 25 million DEM Units), and Dynatrace reserves the right to expand or constrict these limits in Dynatrace's sole discretion. You may not circumvent or attempt to circumvent such limits.

(d) Information About Your Users. If you collect information from or about Your Users via Your Integration or the Developer Tools, you must ensure that such information is collected, processed, transmitted, maintained and used in compliance with all Applicable Privacy Laws, other applicable

laws, industry-standard security practices and a privacy policy that you post and make clearly available to Your Users.

7. Disclaimer of Warranties; Limitation of Liability

THE DEVELOPER TOOLS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. DYNATRACE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DYNATRACE SHALL CREATE ANY WARRANTY. DYNATRACE MAKES NO WARRANTY OR REPRESENTATION THAT THE DEVELOPER TOOLS OR THE DEVELOPER ENVIRONMENT WILL: (A) BE TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR (C) BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO REPRESENTATIONS THAT OUR DEVELOPER TOOLS OR THE DEVELOPER ENVIRONMENT ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS. SOME PLACES DON'T ALLOW THE DISCLAIMERS IN THIS PARAGRAPH, SO THEY MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL DYNATRACE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF DYNATRACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. DYNATRACE'S ENTIRE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. $1,000). SOME PLACES DON'T ALLOW THE TYPES OF LIMITATIONS IN THIS PARAGRAPH, SO THEY MAY NOT APPLY TO YOU.

8. No Technical Support

Our technical support organization will not provide technical support or updates to You for the Developer Tools or Developer Environment provided under this Agreement. Any support or assistance offered by Dynatrace will be in our sole discretion.

9. Open Source

The Developer Tools may include elements that are licensed by Dynatrace to You under one or more "open source" licenses, such as the Apache Software Foundation License, Version 2.0 ("Open Source Software"). The Open Source Software is distributed to You under the terms of various "open source" license agreements which are incorporated herein by reference. Please review "notices.txt" in the "licenses" subdirectory where the Software is installed for these notices and requirements. The Open Source Software notices and requirements are included herein for the express benefit of the corresponding licensors who are third party beneficiaries of and are entitled to enforce such provisions.

You may not develop an application using the Developer Tools and another program where such use results in a file(s) that contains code from both the Developer Tools and the other program (including without limitation libraries) if the other program is licensed under a license that requires any "modifications" must be made freely available.

You also may not combine the Developer Tools with tools licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Developer Tools or any modifications thereto to become subject to the terms of the GPL.

10. Export Controls

You represent and warrant that:

- You are not a citizen, national, or resident of, and are not under control of, the government of Cuba, Iran, Sudan, North Korea, Syria, the Crimea Region of Ukraine, nor any country to which the United States has prohibited export.
- You will not download or otherwise export or re-export the Developer Tools, directly or indirectly, to the above-mentioned countries nor to citizens, nationals or residents of those countries.
- You are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are You listed on the United States Department of Commerce Table of Denial Orders.
- You will not download or otherwise export or re-export the Developer Tools, directly or indirectly, to persons on the above-mentioned lists.
- You will not use the Developer Tools for and will not allow the Developer Tools to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

You agree that U.S. export control laws and other applicable export and import laws govern Your use of the Developer Tools, including technical data. You agree that neither the Developer Tools nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

11. Confidentiality

Confidential Information means non-public business or technical information, including without limitation software, specifications and other non-public information related to the Developer Tools that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential, including without limitation any authentication credentials that You are provided in connection with Your use of the Developer Tools.

Unless otherwise authorized in writing by Dynatrace, you agree that you will only use Confidential Information as permitted herein and you will not disclose, sell, license, transfer or otherwise make available any Confidential Information to any person or entity except to your affiliates, employees, clients or agents who need to know it and who have agreed in writing to keep it confidential. You agree that you will protect the Confidential Information from unauthorized use, access or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature, and in no event with less than a reasonable degree of care. Your confidentiality obligations, as they apply to any clients any of this Confidential Information disclosed prior to termination, will survive termination to any third party without Dynatrace's prior written consent.

12. Termination.

Your use of the Developer Tools requires that you have an active paid subscription or license for the Dynatrace® platform and will not extend beyond the term or termination of that subscription or license.

You may stop using our Developer Tools at any time, with or without cause or notice. We may terminate or suspend your use of the Developer Tools or these Developer Terms, or your access to the Developer Tools or the Developer Environment, at any time, for any reason, with or without notice. Upon any termination or suspension of access, you may lose access to content, materials or other information that you provided to Dynatrace related to Your Integration or through the Developer Tools. All sections of these Developer Terms that by their nature should survive termination shall survive termination, including without limitation Your Licenses to Us, Prohibited Actions, Confidentiality, Termination, Warranty Disclaimers, Limitation of Liability, and Indemnification. On termination, You will promptly destroy all copies of the Developer Tools.

13. Relationship Between the Parties

The relationship between You and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this Agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

14. General

We may audit and monitor Your use of the Developer Tools. You agree that this Agreement is the complete Agreement for the Developer Tools, and this Agreement supersedes all prior or contemporaneous Agreements or representations. These Developer Terms create no third-party beneficiary rights. Our failure to enforce any provision of these Developer Terms is not a waiver of our right to do so later. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. This Agreement is governed by the substantive and procedural laws of the Commonwealth of Massachusetts. You and Dynatrace agree to submit to the exclusive jurisdiction of, and venue in, the federal and state courts of the State of Delaware in any dispute arising out of or relating to this Agreement. You may not assign any of your rights under these Developer Terms, and any such attempt will be void. We may assign our rights under these Developer Terms to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Developer Tools.

15. Modifications

Modifications to Developer Tools. Our Developer Tools are constantly evolving as we refine, add and potentially remove features with the needs of our users and developers in mind, so please check in regularly to see the latest versions. You acknowledge that any such modifications may have an adverse effect on your Integration, including without limitation changing the manner in which the Developer Tools communicate with the Dynatrace platform, and you agree that Dynatrace shall not be liable to you in any way for such adverse effect. We'll try to inform you of any changes with reasonable notice so you can adjust your use of the Developer Tools, but you agree that we're not under any obligation to do so.

Modifications to Developer Terms. We may modify these Developer Terms periodically, and we'll always post the most current version on our site. You agree to be responsible for staying informed of any changes to these Developer Terms and agree that you will be bound by the most current version.