

## Dynatrace Event Speaker Terms and Conditions

These Dynatrace Event Speaker Terms and Conditions (the “**Terms**”) are incorporated into and accepted as part of the Speaker Consent Form for Perform 2022 (the “**Event**”). If you represent a business or other organization (“**Company**”), you confirm that you are authorized to act for, on behalf of, and as authorized signatory of the Company for the purposes of this Event.

1. As part of the Event, Dynatrace will interview you and capture an audio and/or video recording of the session(s). Dynatrace will own these recordings. Dynatrace may distribute the recordings and other Event Materials (defined below) in digital format online at the Dynatrace website or via another similar digital medium.
2. Without limiting the foregoing, you (and if applicable the above-named Company) hereby permit, authorize, grant, and license Dynatrace LLC and its subsidiaries (“**Dynatrace**”), the worldwide rights to publicly display, transmit, broadcast, reproduce, record, photograph, digitize, edit, adapt, create derivative works, distribute and otherwise use your name, image, likeness and appearance, voice, professional and personal biographical information, and all materials created by or on behalf of Dynatrace during the course of the Event session(s) that incorporate any of the foregoing (“**Event Materials**”) in connection with the Event and for up to two (2) years thereafter, including but not limited to advertising, public relations, publicity, and promotion, without further notice to, consent from, or royalty, payment, or other compensation to me.
3. You will be responsible for the accuracy and truthfulness of statements made by you during the session(s), and for obtaining any permissions that may be necessary for you to disclose or discuss the subject matter of the Event. If, for instance, during the course of the Event you mention other company or product names, or if you provide insight into leading edge technology developments, you must have the legal right to disclose and discuss this information and will be responsible for any violations.
4. If the Event mentions or displays the Company’s name or any of the Company’s product names, trademarks, service marks, tradenames, logos or other mark over which the Company claims ownership or exclusivity (the “**Marks**”), then Dynatrace shall have the full right and license to use the Marks in connection with and to the same extent as it uses the Event Materials. Dynatrace agrees that all rights, title and interest in and to the Marks shall remain vested in the Company, and that all goodwill in the Marks arising from the use thereof by Dynatrace shall belong to and inure to the sole benefit of the Company.
5. The following terms apply to all Materials created under these Terms, including without limitation, any Event files.
  - a. Prior to the first public release of any Event or Event Material, Dynatrace will obtain your approval of the final content. You agree to review the final content for factual accuracy, and to ensure that nothing communicated by you is proprietary to another party or requires another party’s consent to disclose. You agree to provide Dynatrace with your approval or comments in writing.
  - b. Beginning with the expiration of six (6) months from the date of first publication of any Event Materials, your (and the Company’s) consent may be withdrawn in whole or in part, by notifying Dynatrace at [legalnotices@dynatrace.com](mailto:legalnotices@dynatrace.com). After such six (6) month

period, Dynatrace agrees to stop distributing, publicly referencing, and displaying the Event Materials at any time upon written request from you or from the Company.

6. These Terms will be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of law principles. The parties hereby consent to the personal and exclusive jurisdiction of the federal and state courts of the State of Delaware. If any provision of these Terms is contrary to and in violation of an applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions of these Terms will remain in effect.