

## SUBSCRIPTION AGREEMENT

### 认购协议

THE AGREEMENT GOVERNS THE ACQUISITION, ACCESS AND USE OF DYNATRACE OFFERINGS, INCLUDING TRIAL ACCESS OR FREE USE, AND ACCESS OR USE OBTAINED THROUGH A DYNATRACE-AUTHORIZED PARTNER.

本协议适用于获取、访问和使用 Dynatrace 产品和服务的事宜（包括试用访问或免费使用），以及通过 Dynatrace 授权的合作伙伴进行访问或使用的事宜。

CUSTOMER ACCEPTS AND AGREES TO THE TERMS BELOW BY (1) CLICKING AN “I ACCEPT” OR “I AGREE” OR SIMILAR BUTTON OR CHECKBOX TO INDICATE ACCEPTANCE, (2) EXECUTING OR OTHERWISE ACCEPTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS SUBSCRIPTION AGREEMENT, (3) ACCESSING OR USING THE DYNATRACE OFFERINGS ON AN UNPAID BASIS, INCLUDING BUT NOT LIMITED TO TRIAL ACCESS, FREE USE, SPECIAL OFFERS, OR OTHER PROOF OF CONCEPT USE, OR (4) ACCESSING OR USING DYNATRACE OFFERINGS OBTAINED THROUGH A PARTNER.

客户通过以下方式接受并同意本协议的条款：（1）点击“我接受”或“我同意”或类似按钮或复选框以表示接受；（2）签署或以其他方式接受订购单或其他提及本《认购协议》的文件；（3）在未付费情况下访问或使用 Dynatrace 产品和服务，包括但不限于试用访问、免费使用、特别优惠或其他概念验证的使用；或（4）访问或使用通过合作伙伴获得的 Dynatrace 产品和服务。

The Agreement is effective between Customer and Dynatrace as of the date of the last signature on an Order Form incorporating this Subscription Agreement, or if not signed, on Customer’s acceptance of the Agreement.

本协议在将本《认购协议》纳入其中的订购单上的最后签署之日起在客户与 Dynatrace 之间生效，或者，如未签署的，则在客户接受本协议后随即生效。

**1. DEFINITIONS.** The following definitions shall apply unless otherwise stated:

定义。除非另有说明，否则，以下术语的含义如下：

**1.1 “Account Data”** means data about Customer provided to Dynatrace in connection with the administration of the Customer’s Dynatrace account, or as necessary for Customer use the Dynatrace Offerings. For example, first and last name, username, and email address of a User, or other customer-provided contact, license consumption data, and billing information.

“账户数据”是指客户向 Dynatrace 提供的，与管理客户的 Dynatrace 账户有关的数据或客户使用 Dynatrace 产品和服务所必需的数据，例如用户的姓名、用户名和电子邮箱地址，或客户提供的其他联系信息、许可消费数据、账单信息。

**1.2 “Affiliate”** means an entity that controls, is controlled by or is under common control with another entity, where “control” refers to ownership of 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.

“关联方”是指控制另一实体、受另一实体控制或与另一实体处于共同控制下的实体，其中，“控制”是指拥有有权选举该实体董事或其它管理机构的现有股份或股票超过50%。

**1.3 “Agreement”** means each Order Form that incorporates this Subscription Agreement, including all attachments and referenced terms and conditions.

“协议”是指将本《认购协议》纳入其中的各份订购单，包括所有附件和提及的条款和条件。

**1.4 “Customer”** means (a) in the case of an individual accepting the Agreement in such individual’s capacity, such individual; (b) the entity or organization listed on an Order Form or on whose behalf the Agreement is otherwise accepted; and (c) any other entity or organization deemed to be a Customer by the terms of this Subscription Agreement.

“客户”是指（a）如个人以其个人身份接受本协议，则为该个人；（b）订购单中列明的实体或组织，或委托其他方代为接受本协议的实体或组织；以及（c）根据本《认购协议》的条款被视为“客户”的任何其他实体或组织。

- 1.5 “Customer Data” means data that is ingested into, and processed by, the Dynatrace Platform from Customer’s data sources, and the data insights generated by the Dynatrace Platform for the benefit of Customer, excluding Dynatrace Materials. For example, the Customer’s monitoring data and the underlying root cause of a Customer system performance problem.  
“客户数据”是指由从客户的数据源摄取并由Dynatrace平台处理的数据，以及Dynatrace平台为客户的利益生成的数据洞察，但不包括“Dynatrace材料”。客户数据的例子包括客户的监控数据和客户系统性能问题的深层根本原因等。
- 1.6 “Data Protection Law” means all data protection laws and regulations applicable to the processing of Customer Personal Data under the Agreement.  
“数据保护法”是指适用于根据本协议处理客户个人数据的所有数据保护法律法规。
- 1.7 “Documentation” means the then-current technical and non-technical specifications applicable to the Dynatrace Platform contained in the user, system, specification, support and configuration documentation made generally available to Dynatrace customers.  
“指定文档”是指适用于Dynatrace平台，届时适用的技术和非技术规范，包含通常向Dynatrace的客户提供的用户、系统、规范、支持和配置文档。
- 1.8 “Dynatrace” means the Dynatrace entity specified in the Order Form. If no Order Form applies, Dynatrace means the Dynatrace entity, if any, organized in the country where the Customer is headquartered, or if no such entity exists, Dynatrace LLC, a Delaware limited liability company.  
“Dynatrace”是指订单单中列明的Dynatrace实体。如无订单单适用，Dynatrace是指在客户总部所在国设立的Dynatrace实体（如果有）；或者如果没有此类实体，则是指Dynatrace LLC（一家特拉华州的有限责任公司）。
- 1.9 “Dynatrace Materials” means all trainings, dashboards, presentations, report templates or other templates, documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets, know-how, works of authorship, formulas, algorithms, databases, scripts, configurations, logos, symbols, designs, and other inventions embodied in the Dynatrace Platform and/or that Dynatrace develops or supplies in connection with the Dynatrace Offerings, including all copies, portions, modifications and improvements thereof, and all derivative works of any of the foregoing. Dynatrace Materials do not include Customer Data.  
“Dynatrace材料”是指Dynatrace平台包含的，和/或Dynatrace开发或提供的与Dynatrace产品和服务有关的所有培训、仪表板、演示、报告模板或其他模板、文档、材料、方法、流程、技术、想法、概念、商业秘密、专有技术、著作、公式、算法、数据库、脚本、配置、标识、符号、设计和其他发明，包括前述各项的所有副本、部分、修改和改进，以及前述任一项的所有衍生作品。Dynatrace材料不包括“客户数据”。
- 1.10 “Dynatrace Offerings” means the Dynatrace Platform, Support, Professional Services, and Dynatrace Materials.  
“Dynatrace产品和服务”是指Dynatrace平台、支持、专业服务和Dynatrace材料。
- 1.11 “Dynatrace Platform” (may be referred to as “Product/s”) means the Dynatrace software intelligence platform products, capabilities and services as identified in an Order Form, the Documentation, and any updates to the platform provided as part of Support or during the Term. The Dynatrace Platform may be provided in the form of software in object-code, and/or cloud and hosted services provided by or on behalf of Dynatrace and in the form of electronic reports, analyses, and statistical and performance-related information.  
“Dynatrace平台”（亦可能称为“产品”）是指订单单中确定的Dynatrace软件智能平台产品、功能和服务、指定文档以及作为支持的一部分或在协议期限内提供的任何平台更新。提供Dynatrace平台的形式可能包括以目标代码软件的形式，和/或由Dynatrace或代表Dynatrace提供的云和托管服务的形式，以及以电子报告、分析、统计和性能相关信息的形式。
- 1.12 “Intellectual Property Rights” means patents and patent rights, rights of priority, mask work rights, copyrights, moral rights, trade secrets, know-how, trademarks, trade names, logos, service marks, designs and other designations of source, any other form of intellectual, industrial property, proprietary or other protected rights in connection therewith, recognized in the world, whether or not registered, for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.  
“知识产权”是指在这个世界上获得认可的，与本协议相关的专利和专利权、优先权、掩膜作品权利、版权、道德

权利、商业秘密、专有技术、商标、商号、标识、服务标志、设计和其他的来源标识，以及任何其他形式的知识产权、工业产权、所有权或其他受保护的权利，无论是否已注册或是否能够注册，且适用于其整个存续期间，并包括其所有延期和续期，以及所有与上述权利有关的所有注册申请。

- 1.13 “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.  
“恶意代码”是指病毒、蠕虫、定时炸弹、特洛伊木马、其他有害或恶意的代码、文件、脚本、代理或程序。
- 1.14 “Order Form” means each Dynatrace order form, product schedule, quote or other order document which incorporates this Subscription Agreement and identifies the Dynatrace Offerings ordered by Customer and agreed to between Dynatrace and Customer. An Order Form may include an SOW.  
“订购单”是指Dynatrace与客户双方同意的将本《认购协议》纳入其中并载明客户所订购的Dynatrace产品和服务的各份订购单、产品清单、报价或其他订单文件。订购单中可能包含工作说明书。
- 1.15 “Personal Data” means any information that by itself or in combination does or can identify a specific individual or as defined in the Data Protection Law.  
“个人数据”是指其本身或与其他数据相结合后能够用于识别特定个人的任何信息，或是如数据保护法定义的任何信息。
- 1.16 “Professional Services” means any implementation, training, consulting, performance analysis or other professional services provided by Dynatrace as set forth in an Order Form or SOW.  
“专业服务”是指在订购单或工作说明书中载明的由Dynatrace提供的任何实施、培训、咨询、性能分析或其他专业服务。
- 1.17 “Restricted Information” means any confidential or Personal Data 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: (a) government-issued identification numbers, including social security numbers or other tax identification numbers, driver’s license numbers, passport numbers or other state-issued identification numbers; (b) unencrypted passwords or other authentication credentials or the combination of a username or email address along with a password or security question that would permit access to an online account; (c) protected health information, or any electronic protected health information (or other information subject to the HIPAA and HITECH Acts); (d) credit, debit or payment card information, financial or bank account information, or other information subject to PCI security standards, (e) data relating to a person under the age of 13 years old or subject to the Children’s Online Privacy Protection Act of 1998, 15 U.S.C. 6501-6505; (f) data that is subject to regulatory or contractual handling requirements under the Gramm-Leach-Bliley Act; and (g) data classified as “special category data” (or similar term) under Data Protection Law, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual orientation, genetic data, biometric data, or the commission or alleged commission any crime or offense about residents of Switzerland or any member country of the European Union.  
“受限信息”是指受法律保护，以及在存储或传输中需要最高级别的访问管控和安全保护的任何机密或个人数据。受限信息包括但不限于：（a）政府颁发的识别号码，包括社会保障号码或其他税务识别号码、驾照号码、护照号码或国家（州）颁发的其他识别号码；（b）未加密的密码或其他认证凭证，或用户名或电子邮箱地址与密码或安全问题的组合（可据以访问在线账户）；（c）受保护的健康信息，或任何受电子保护的的健康信息（或受《健康保险流通与责任法案》（HIPAA）和《医疗信息技术促进经济和临床健康法案》（HITECH）约束的其他信息）；（d）信用卡、借记卡或支付卡信息、金融或银行账户信息，或受支付卡行业（PCI）安全标准约束的其他信息；（e）有关未满13岁人员的，或受1998年《儿童在线隐私保护法》（《美国法典》第15编第6501-6505条）约束的数据；（f）《金融服务业现代化法案》下，监管或合同对处置有要求的数据；以及（g）根据数据保护法归类为“特殊类别数据”（或类似术语）的数据，包括瑞士或欧盟任何成员国居民的种族或族裔出身、政治观点、宗教信仰、工会会员资格、身体或精神健康或状况、性取向、基因数据、生物特征数据、违法犯罪或涉嫌违法犯罪信息。
- 1.18 “Service Period” means the stated period of time that Professional Services are to be provided to Customer as set forth in an Order Form.  
“服务期”是指订购单中载明的向客户提供专业服务的规定时间段。
- 1.19 “Subsidiary” means a subsidiary which is greater than fifty (50%) percent owned by a party.

“子公司”是指其超过百分之五十（50%）被一方拥有。

- 1.20 “Support” means the updates for supported versions of the Dynatrace Platform generally made available from time to time, and technical support services other than Professional Services, provided by Dynatrace in connection with the Dynatrace Platform.  
“支持”是指Dynatrace平台可支持版本的更新（通常不定期提供），以及Dynatrace提供的与Dynatrace平台有关的技术支持服务（而不是专业服务）。
- 1.21 “Term” means the initial subscription period to the Dynatrace Platform and Support as set forth in an Order Form together with any renewal of that subscription period (each a “Renewal Term”).  
“协议期限”是指Dynatrace平台和支持的初始认购期限（在订购单中载明）及任何续期期限（每个称为一个“续期期限”）。
- 1.22 “Third-Party User” is a third-party contractor or vendor designated by Customer as a User in accordance with Section 3.  
“第三方用户”是指客户根据第3节指定为用户的第三方承包商或供应商。
- 1.23 “Usage Data” means data and related analysis about deployment, configuration, operation, use, maintenance, and support of the Dynatrace Offerings, and the technology the Customer monitors using the Dynatrace Platform. For example, features or capabilities of the Dynatrace Offering being utilized or consumed, configuration of the Dynatrace Offering, and performance and diagnostic state of the Dynatrace Offering.  
“使用数据”是指有关Dynatrace产品和服务的部署、配置、操作、使用、维护和支持以及监控客户使用Dynatrace平台技术的数据和相关分析。例如，使用或消耗的Dynatrace产品和服务的特性或功能、Dynatrace产品和服务的配置、Dynatrace产品和服务的性能和诊断状态。
- 1.24 “Users” means Customer or its Subsidiary’s employees and Third-Party Users authorized by Customer to use the Dynatrace Offerings.  
“用户”是指客户或经客户授权使用Dynatrace产品和服务的子公司员工和第三方用户。

2. **AGREEMENT AND ORDER OF PRECEDENCE.** The Agreement governs Customer’s and its Users’ use of the applicable Dynatrace Offerings. Each Order Form that incorporates this Subscription Agreement constitutes a separate Agreement and governs its own subject-matter and not any other Agreement. In the event of a conflict between an Order Form and this Subscription Agreement, this Subscription Agreement will take precedence, except as otherwise stated.

**协议和优先顺序。**本协议规定了客户及其用户使用相应Dynatrace产品和服务的相关事宜。每一份将本《认购协议》纳入其中的订购单均构成一份单独的协议，规管其自身的标的事项，而非任何其他协议的标的事项。如订购单与本《认购协议》发生冲突，则以本《认购协议》为准，但另有载明的除外。

3. **THIRD PARTIES AND PARTNERS.**  
**第三方和合作伙伴。**

- 3.1 **Third-Party Users.** Customer may designate one or more Third-Party Users as required to facilitate Customer’s permitted use of the Dynatrace Platform solely for Customer’s or its Subsidiary’s internal business operations and benefit, subject to the following. Each Third-Party User must be subject to non-disclosure obligations consistent with Section 9 (Confidentiality), and shall otherwise comply with the terms of the Agreement. Customer accepts responsibility for the acts and omissions of such Third-Party Users and agrees to enforce (and assist Dynatrace in enforcing) the terms of the Agreement against Third-Party Users. Dynatrace shall have no direct or indirect obligation or liability to any Third-Party User.

**第三方用户。**客户可根据需要指定一个或多个第三方用户，以促进客户对Dynatrace平台的许可使用，但应仅为了客户或其子公司的内部业务运作和利益，且须受以下条件约束。每个第三方用户必须遵守第9节（保密）规定的保密义务，并在其他某方面遵守本协议的条款。客户对这些第三方用户的作为或不作为承担责任，且客户同意对第三方用户强制执行（以及协助Dynatrace强制执行）本协议的条款。Dynatrace对任何第三方用户不负有直接或间接的义务或责任。

- 3.2 **Partners.** “End User” means a User for whom use of or access to the Dynatrace Offerings has been obtained through a third party (“Partner”) who has a limited right to resell the Dynatrace Offerings (directly or through a second-tier partner or marketplace). The terms of this Subscription Agreement (excluding

terms relating to delivery of and payment for the Dynatrace Offering) and as applicable, the Platform Usage Supplement available at <https://www.dynatrace.com/company/trust-center/customers/> (together, the “Resale End User Terms”) govern the use of any Dynatrace Offering by or for the benefit of an End User. By its use of the Dynatrace Offering, such End User agrees to and is bound by the Resale End User Terms, which are incorporated by reference into the contract for such resale transaction as if such End User was a Customer hereunder. Dynatrace is, and both End User and Partner hereby acknowledge and appoint Dynatrace as, a third-party beneficiary of the Resale End User Terms. Dynatrace is providing the Dynatrace Offerings in reliance on its status as a third-party beneficiary to the Resale End User Terms, and Dynatrace shall be entitled to enforce the Resale End User Terms directly against the End User. Dynatrace is not responsible for any acts, omissions, products or services provided by Partner. Partner is not authorized to modify the Resale End User Terms or make any commitment for Dynatrace, and Dynatrace is not bound by any obligations to End User other than as set forth in the Resale End User Terms. End User’s access to and use of Dynatrace Offerings is determined by the Order Form between Partner and Dynatrace identifying the End User. The amount paid or payable by the Partner for End User’s use of the Dynatrace Offerings will be deemed the amount paid or payable by Customer under the Agreement for the purpose of Section 16 (Limitation of Liability). For purposes of this Section, Dynatrace means Dynatrace LLC or its designated Affiliate.

**合作伙伴。**“最终用户”是指通过拥有Dynatrace产品和服务有限转售权的第三方（直接或通过二级合作伙伴或市场）（“合作伙伴”）获得使用或访问Dynatrace产品和服务的用户。本《认购协议》的条款（不包括Dynatrace产品和服务的交付和付款相关的条款）以及《平台使用补充条款》（如适用）（载于[www.dynatrace.com/company/trust-center/customers/](https://www.dynatrace.com/company/trust-center/customers/)）（统称为“转售最终用户条款”）规范管理最终用户使用任何Dynatrace产品和服务及享受其利益的相关事宜。最终用户使用Dynatrace产品和服务，即表示其同意《转售最终用户条款》并受其约束。《转售最终用户条款》通过引用而纳入此类转售交易的合同中，此类最终用户视同该合同项下的客户。Dynatrace是，并且最终用户和合作伙伴在此确认并指定Dynatrace为《转售最终用户条款》的第三方受益人。Dynatrace根据其作为《转售最终用户条款》第三方受益人的身份提供Dynatrace产品和服务，且Dynatrace有权直接对最终用户执行《转售最终用户条款》。Dynatrace对合作伙伴的任何作为、不作为、提供的产品或服务概不承担责任。合作伙伴无权修改《转售最终用户条款》或代表Dynatrace做出任何承诺。除了《转售最终用户条款》中规定的以外，Dynatrace不对最终用户负有任何义务。最终用户对Dynatrace产品和服务的访问和使用，由合作伙伴与Dynatrace之间签署的、指明最终用户的订购单决定。合作伙伴为最终用户使用Dynatrace产品和服务而支付或应付的金额，将被视为客户出于本协议第16节（责任限制）的目的支付或应付的金额。就本条而言，“Dynatrace”是指Dynatrace LLC或其指定的关联方。

#### 4. SOFTWARE LICENSE AND SUPPORT.

软件许可和支持。

- 4.1 **Dynatrace Platform.** During the Term, and subject to Customer’s compliance with the Agreement, Dynatrace grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license solely for Customer and its Users to, as applicable, install, access and use the Dynatrace Platform for Customer’s internal business purposes, in accordance with the Documentation, subject to the territory, scope, type of use, and limitations on deployment and as otherwise stated in the applicable Order Form. Customer may reproduce software provided in object code and the Documentation as reasonably necessary to support its authorized use of the Dynatrace Platform, and for backup and archival purposes, provided Customer does not remove any Dynatrace proprietary markings and notices.

**Dynatrace平台。**在协议期限内，在客户遵守本协议的前提下，Dynatrace向客户授予以下有限的、非排他性的、不可转让的、非可再授权的权利和许可：由客户及其用户在相关订购单规定的区域、范围、使用类型、部署限制等条件内，按照指定文档的规定，为客户及其用户安装、访问和使用Dynatrace平台。客户可在合理必要的情况下复制以目标代码和指定文档提供的软件，以支持其对Dynatrace平台的授权使用，并用于备份和存档，但客户不得删除Dynatrace的任何专有标记和声明。

- 4.2 **Support.** Dynatrace will provide Support for the Dynatrace Platform in accordance with the support levels and fees identified in the applicable Order Form and the Dynatrace online support and service level policies.

**支持。**Dynatrace将为Dynatrace平台提供支持，支持级别和费用将根据相关订购单和Dynatrace在线支持和服务水平政策确定。

## 5. PROFESSIONAL SERVICES.

专业服务。

- 5.1 **Statements of Work.** During the Service Period, Dynatrace will provide the Professional Services identified in an Order Form, which may be further described in SOWs attached to the Order Form. Each SOW may include, without limitation: (a) a description of the scope and type of Professional Services; (b) the location where the Professional Services will be performed; (c) the schedule for performance; and (d) any applicable additional fees, out of pocket expenses, and payment terms.

工作说明书。在服务期内，Dynatrace将提供订购单中确定的专业服务，这些服务可在订购单附带的工作说明书中进一步描述。每份工作说明书可包括但不限于：（a）专业服务的范围和类型；（b）专业服务的实施地点；（c）履行时间表；以及（d）任何适用的额外收费、零星开支和付款条件。

- 5.2 **Use of Dynatrace Materials.** During the Term and/or Service Period, and subject to Customer's compliance with the Agreement, Dynatrace grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dynatrace Materials that Dynatrace may provide to Customer in connection with the Professional Services or otherwise to be used solely for Customer's internal business purposes by Customer and its Users in connection with its subscription to the Dynatrace Platform. Training sessions may not be recorded without Dynatrace's prior written consent.

使用 Dynatrace 材料。在协议期限和/或服务期内，在客户遵守本协议的前提下，Dynatrace向客户授予有限的、非排他性的、不可转让的、非可再授权的许可：使用Dynatrace可能提供给客户的与专业服务有关的Dynatrace资料，或将其仅用于客户及其用户认购Dynatrace平台相关的内部业务目的。未经Dynatrace事先书面同意，不得对培训课程进行录制。

## 6. OWNERSHIP AND OTHER RIGHTS.

所有权和其他权利。

- 6.1 **Dynatrace Offerings.** This is not an agreement for custom development or "work for hire." Dynatrace Offerings are licensed, not assigned, to Customer. Except for the limited licenses set forth herein, Customer shall not acquire any rights, title or interest in the Dynatrace Offerings, and Dynatrace or its licensors, as applicable, shall retain all ownership, including without limitation, Intellectual Property Rights, in the Dynatrace Offerings.

Dynatrace产品和服务。本协议不是关于定制开发或“雇佣工作”的协议。Dynatrace产品和服务是许可给客户，而非转让给客户。除本协议规定的有限许可外，客户不应获得Dynatrace产品和服务的任何权利、所有权或利益；Dynatrace或其许可方（如适用）应保留Dynatrace产品和服务的全部所有权，包括但不限于知识产权。

- 6.2 **Customer Data.** As between the parties, Customer shall retain all ownership, including without limitation, Intellectual Property Rights, in the Customer Data. Customer 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 the Dynatrace Offerings to Customer or as otherwise agreed by Customer in writing.

客户数据。在双方之间，客户数据的一切所有权，包括但不限于知识产权，均归属于客户。客户特此向Dynatrace授予以下有限的、非排他性的、免使用费的、全世界范围内的许可：使用客户数据，并开展与客户数据有关的所有必要活动，以使Dynatrace能够向客户提供Dynatrace产品和服务，或开展客户书面同意的其他活动。

- 6.3 **Feedback and Usage Data.** At its option, Customer may provide feedback or suggestions about the Dynatrace Offerings to Dynatrace ("Feedback"). Customer grants to Dynatrace and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, perpetual, and irrevocable right and license to use, modify, distribute, and commercialize the Feedback without restriction or obligation. Dynatrace may monitor and collect Usage Data to improve Dynatrace's current and future offerings, and if aggregated and not identifying Customer or any individual, for industry analysis, benchmarking, and analytics.

反馈和使用数据。客户可自行向Dynatrace提供有关Dynatrace产品和服务的反馈或建议（“反馈”）。客户授予Dynatrace及其关联方非排他性的、全世界范围内、免使用费的、已全额付清、可再授权的、永久的、不可撤销的权利和许可：使用、修改、分发和商业化这些反馈，没有任何限制或义务。Dynatrace可监控并收集使用数据，以改进Dynatrace当前和未来的产品和服务；如这些数据经汇总后无法识别客户或任何个人，

则可用于行业分析、基准比较和分析。

## 7. PAYMENT.

付款。

### 7.1 Pricing. Prices for the Dynatrace Offerings are set forth in the applicable Order Form.

定价。Dynatrace产品和服务的价格由相关订购单规定。

### 7.2 Invoicing and Payments. Unless otherwise stated in an Order Form, fees are invoiced in advance and Customer shall pay Dynatrace the amounts invoiced in the specified currency within thirty (30) days of the invoice date. If Customer fails to pay any fee when due, without limiting any of its other rights or remedies, Dynatrace may impose a late payment charge not to exceed the maximum rate allowed by law, and/or Dynatrace may suspend performance until Dynatrace receives all past due amounts from Customer. Should Dynatrace be forced to commence legal action to collect fees owed, Dynatrace is entitled to recover its reasonable attorneys' fees and direct costs of collection. Multiple Order Forms may be executed under this Subscription Agreement and multiple invoices may be issued under each Order Form. Customer shall have no right to set-off or reduce payments owed under any Order Form without Dynatrace's prior written consent. Customer's obligation to pay for Dynatrace Offerings ordered under one Order Form is separate from, and not contingent on delivery or performance of Dynatrace Offerings ordered under any other Order Form. In the event of a good faith dispute of payment on an invoice, within fifteen (15) days of receipt of the 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 by Customer. The existence of a dispute shall not restrict Dynatrace's rights to collect such amounts or enforce its right to payment.

**发票开具和付款。**除订购单中另有规定外，费用将预先开具发票，客户应在发票日期后三十（30）日内以指定货币向Dynatrace支付所载明的金额。如客户未按时支付任何到期费用，除订购单或工作说明书中另有规定外，Dynatrace可收取逾期费，但不得超过法律允许的最高费率；和/或Dynatrace可中止履行，直到Dynatrace收到客户支付的所有逾期款项，且这些并不限制其任何其他权利或救济。如果Dynatrace被迫采取法律行动催收所欠费用，则Dynatrace有权追讨其律师费和其他直接催款成本。可能在一份订购单项下开具一份或多份发票，也可能在本《认购协议》项下签署多份订购单；客户无权就Dynatrace被主张的任何索赔或Dynatrace的任何义务，从任何订购单中抵销、扣除或减少应付款项。客户就一份订购单项下的Dynatrace产品和服务的付款义务独立于且不取决于根据任何其他订购单订购的Dynatrace产品和服务的交付或履约情况。如果对任何发票的付款产生善意争议，则客户应在收到发票后十五（15）日内，向Dynatrace书面通知该争议，且双方应尽商业上合理的努力解决该争议。无争议的款项仍应根据本协议和相关订购单的规定予以支付。存在争议这一事实不得限制Dynatrace催收此类款项或强制执行的权利。

### 7.3 Purchase Orders. Upon request for Customer's administrative convenience, Dynatrace will reference Customer's purchase order/reference number ("PO") on its invoices, provided the PO references the Order Form, is received reasonably prior to the date of the invoice, and is not conditioned on the PO being signed by Customer. The terms stated in any Customer PO shall have no force or effect. Dynatrace has the right to issue an invoice and collect payment without a corresponding PO.

**采购订单。**为方便客户管理，在收到客户要求后，Dynatrace将在其发票上注明采购客户采购订单编号/参考编号，但前提是采购订单上提及了订购单且是合理地在发票日期之前收到，不以客户签署采购订单为条件。客户采购订单所载明的条款和条件不具有效力。Dynatrace有权开具发票并收取款项，而无需相应的采购订单。

### 7.4 Delivery. Dynatrace shall make the Dynatrace Platform available by electronic delivery, and acceptance is deemed to occur upon issuance of the license key or when electronic notice is sent that the purchased items are available.

**交付。**Dynatrace应通过电子交付方式提供Dynatrace平台。在签发许可密钥时，或在发送电子通知表明所购买的指定产品可用时，指定产品被视为交付和被接受。

### 7.5 Renewal Term Pricing. Fees for each Renewal Term are subject to a price increase which will be effective upon the commencement of the applicable Renewal Term, and unless otherwise agreed, shall not exceed the "Uplift Cap". The Uplift Cap is applied to the highest annualized fee level, unit prices, and minimum annual commitment (if any) in the immediately preceding subscription term. The applicable Uplift

Cap is determined as follows: (a) 1-year Renewal Term, eight percent (8%); (b) 2-year Renewal Term, nine percent (9%); or (c) 3-year Renewal Term, ten percent (10%). Notwithstanding the foregoing, any renewal that has decreased in units, volume, term, minimum annual commitment, or otherwise from its immediately preceding subscription term will result in re-pricing at renewal and the Uplift Cap will not apply.

**续期期限的定价。**每个续期期限的费用将上涨，涨价自适用的续期期限开始时生效。除另有约定外，上涨幅度不超过“涨价上限”。涨价上限会考虑上一个认购期的最高年化费用水平、单价和最低年度承诺（如有）。适用的涨价上限按以下方式确定：（a）续期1年，为百分之八（8%）；（b）续期2年，为百分之九（9%）；（c）续期3年，为百分之十（10%）。尽管有上述规定，如任何续期在单位、数量、期限、最低年度承诺或其他方面比上一个认购期减少，续期时将导致重新定价，该涨价上限不再适用。

- 7.6 **Taxes and Duties.** Customer will pay all sales, seller's use, VAT, GST, or similar taxes ("Transaction Taxes") due under the Agreement, except for taxes based on Dynatrace net income, unless Customer provides Dynatrace with a properly completed exemption certificate. Transaction Taxes will be separately stated on a Dynatrace invoice. Except as specifically identified in an Order Form, all prices are exclusive of all taxes, duties, withholdings and other governmental assessments.

**税收和关税。**除非客户向Dynatrace提供了一份正确填写的免税证明，否则，客户将支付本协议项下应付的所有销售税、卖方使用税、增值税、商品及服务税或类似税款（“交易税”），但基于Dynatrace净收入的税款除外。交易税将在Dynatrace发票上单独载明。除非订购单中有明确规定，否则，所有价格均不包括所有税款、关税、预扣税和其他政府收费。

If Customer is required to pay any Transaction Taxes to taxing authorities, directly or through withholding obligations, Customer will deduct the amount of such taxes from any amounts due to Dynatrace hereunder and promptly pay that amount to the relevant taxing authority. Customer will provide Dynatrace with documentation evidencing the payment or withholding of any such taxes to the proper taxing authorities. 如客户应当直接或通过代扣义务向税务机关支付任何此类税款，则客户将从根据本协议应付给Dynatrace的任何金额中扣除此类税款，并立即向相关税务机关支付该等款项。客户将向Dynatrace提供文件，证明已向相关税务机关支付或代扣了任何此类税款。

## 8. **CUSTOMER RESPONSIBILITIES.** **客户责任。**

- 8.1 Customer is responsible for: (a) the accuracy, quality and legality of Customer Data; (b) the means by which Customer acquired Customer Data; and (c) obtaining all necessary rights to use the Customer Data in connection with the Dynatrace Offerings, including without limitation, any required notices and consents in connection with any Personal Data included in Customer Data.  
客户对以下事项负责：（a）客户数据的准确性、质量和合法性；（b）客户获取客户数据的方式；以及（c）获得所有必要的权利来使用与Dynatrace产品和服务有关的客户数据，包括但不限于与客户数据中所含任何个人数据有关的任何必要的通知和同意。
- 8.2 Customer will ensure that all Account Data is current and accurate.  
客户应确保所有账户数据是最新和准确的。
- 8.3 Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls. Customer is responsible for: (a) its configuration of data privacy settings as described in the Documentation; (b) its secure use of the Dynatrace Offerings, including securing its account authentication credentials; (c) protecting the security of Customer Data when in transit to and from the Dynatrace Platform or Dynatrace; and (d) taking any appropriate steps to securely encrypt or backup any Customer Data.  
客户负责对客户提供或控制的组件实施并维护隐私保护和安全措施。客户对以下方面负责：（a）按照指定文档所述方式来配置数据隐私设置；（b）Dynatrace 产品和服务的安全使用，包括确保其账户认证凭证的安全；（c）保护客户数据在进出 Dynatrace 平台或 Dynatrace 时的安全；以及（d）采取任何适当措施以安全地加密或备份任何客户数据。
- 8.4 Customer assumes sole responsibility for determining whether the Dynatrace Offerings are appropriate for storage and processing of any Customer Data subject to any specific law or regulation, and for results obtained from the Dynatrace Platform. Notwithstanding the foregoing: (a) Customer acknowledges that the Dynatrace Offerings do not require and are not intended for the collection, storage, or other processing of



Restricted Information; (b) Customer agrees not to provide Restricted Information to Dynatrace; and (c) Customer will use reasonable efforts to provide other Personal Data to Dynatrace only as necessary.

客户自行负责确定Dynatrace产品和服务是否适合用于在任何特定法律或法规约束下存储和处理客户数据，并对从Dynatrace平台获得的结果自行承担。尽管有上述规定：（a）客户承认Dynatrace产品和服务不需要、也不打算用于对受限信息进行收集、存储或其他处理；（b）客户同意不向Dynatrace提供受限信息；（c）客户将尽合理努力仅在必要时向Dynatrace提供其他个人数据。

- 8.5 Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Dynatrace Offerings, and promptly notify Dynatrace of any such unauthorized use or access. Customer must notify Dynatrace without undue delay about any possible misuse of its accounts or authentication credentials or any security incident related to the Dynatrace Offerings.  
客户将使用商业上合理的努力来防止未经授权访问或使用Dynatrace产品和服务，并及时将任何此类未经授权使用或访问情况通知Dynatrace。客户必须及时将任何可能滥用其账户或认证凭证或与Dynatrace产品和服务有关的任何安全事件通知Dynatrace，不得无故拖延。
- 8.6 Customer will not make any Dynatrace Offering available to anyone other than Customer or Users, or use any Dynatrace Offering for the benefit of anyone other than Customer. Customer will not sell, resell, sublicense, distribute, transfer, or otherwise commercially exploit its rights to use any Dynatrace Offering to or for any third party, including as part of a managed services offering, service bureau, outsourcing offering, software as a service, cloud or other technology or service (unless such managed services are expressly authorized by a separate executed agreement between the parties). Customer will not provide access to the Dynatrace Offerings to Dynatrace's direct competitors except with Dynatrace's prior written consent.  
客户不得向客户或用户以外的任何人提供任何Dynatrace产品和服务，或为任何人的利益而使用任何Dynatrace产品和服务。客户不得向任何第三方出售、转售、许可、分许可、分发、提供、出借、出租、发布、转让、或以其他方式商业化地利用任何Dynatrace产品和服务，或转让其使用权，包括作为受管理服务、服务局、外包、软件即服务、云或其他技术或服务的一部分（除非该等受管理服务由双方单独签署协议明确授权）。未经事先征得Dynatrace书面同意，客户不得向Dynatrace的直接竞争对手提供Dynatrace产品和服务的使用权。
- 8.7 Customer will not (a) reverse engineer, decompile, disassemble or otherwise attempt to derive or gain access to the object code, source code or other operational mechanisms or the underlying ideas, methodologies or algorithms of the Dynatrace Offerings (except and to the extent such restriction is specifically prohibited by applicable law without the possibility of waiver, and then on prior written notice to Dynatrace); (b) modify, adapt, translate, copy or create derivative works based on any element of the Dynatrace Offerings; (c) use the Dynatrace Platform to store or transmit Malicious Code; (d) attempt to gain unauthorized access to the Dynatrace Platform or its related systems or networks, including through direct or indirect penetration testing; or (e) access or use any Dynatrace Offerings in order to (i) copy or re-use ideas, features, functions or graphics, (ii) create or distribute a product or service that competes with any Dynatrace Offering, (iii) perform or publish benchmarks or competitive analyses, or (iv) determine whether Dynatrace Offerings are within the scope of any patent.  
客户不得：（a）对Dynatrace产品和服务进行逆向工程、反编译、反汇编，或以其他方式试图得出或获得Dynatrace产品和服务的目标代码、源代码或其他运行机制或基本理念、方法或算法（除非适用法律明确禁止这种限制且无免除可能，则在此情况下应事先书面通知Dynatrace）；（b）基于Dynatrace产品和服务的任何要素，修改、改编、翻译、复制或创作衍生作品；（c）使用Dynatrace产品和服务存储或传输恶意代码；（d）试图未经授权访问Dynatrace平台或其相关系统或网络，包括通过直接或间接渗透测试；或（e）为了以下目的而访问或使用Dynatrace产品和服务：（i）复制或重新使用思路、特性、功能或图形；（ii）构建或分发与任何Dynatrace产品和服务相竞争的产品或服务；（iii）进行或发布基准或竞争性分析；或（iv）确定Dynatrace产品和服务是否在任何专利的范围内。

## 9. CONFIDENTIALITY.

保密。

- 9.1 **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”) pursuant to the Agreement, in any form or medium, whether oral or written, that is designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary. Confidential

Information includes without limitation: the terms of the Agreement, information related to either party's technology, products, know-how, trade secrets, whether or not patentable or copyrightable, security reports, specifications, customers, business plans, pricing information, promotional and marketing activities, finances and other business affairs, and the Dynatrace Offerings. Customer will not remove or destroy any proprietary markings or restrictive legends contained in the Dynatrace Offerings.

**保密信息的定义。**“保密信息”是指一方（“披露方”）根据本协议，以任何形式或媒介（无论是口头还是书面），向另一方（“接收方”）披露的，被指定为保密或专有的，或一个合理的人应理解为具有保密或专有性质的任何及所有非公开信息。保密信息包括但不限于：本协议的条款，与任何一方的技术、产品、专有技术、商业秘密（无论是否可获得专利或版权）、安全报告、规范、客户、商业计划、定价信息、促销和营销活动、财务和其他商业事务、Dynatrace产品和服务有关的信息。客户不得移除或破坏Dynatrace产品和服务上所包含的任何专有标记或限制性图例。

- 9.2 **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 the Agreement (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 (“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. Each party accepts responsibility for the actions of its 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.

**保密义务。**除为了履行本协议项下的义务或行使本协议项下的权利而必要以外，接收方不得将披露方的保密信息用于任何其他目的。接收方不得将披露方的保密信息披露给任何第三方；但是，接收方可向其为了约定目的而需要接触保密信息的合作伙伴、高级管理人员、董事、员工、承包商、关联方、代理人、顾问或代表人（简称“代表人”）披露保密信息，且这些代表人应承担至少与本节规定的义务同等严格的书面保密义务。每一方应对自己的代表人的行为承担责任，并将以保护自身有价值的保密信息时所用相同方式（但不得低于合理谨慎程度）保护另一方的保密信息。接收方在知悉本协议项下的违约或潜在违约后将立即通知披露方，并将配合披露方为强制执行其权利提出的任何合理请求。

- 9.3 **Exceptions to Confidential Information.** Confidential Information does not include information which: (a) is known by the Receiving Party prior to receipt from the Disclosing Party without any obligation of confidentiality; (b) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) lawfully becomes publicly known or otherwise publicly available, except through a breach of the Agreement; or (d) 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 or legal process but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise contest required disclosure, at the Disclosing Party's expense.

**保密信息的例外。**“保密信息”不包括以下信息：（a）接收方在收到披露方的信息之前知道的且未负有任何保密义务的信息；（b）接收方直接或间接从其他渠道得知的信息，且该渠道对披露方不负有保密义务；（c）合法公开或被公众所知的信息，但因违反本协议而导致的除外；或（d）由接收方在没有使用或访问披露方保密信息的基础上独立开发的信息。接收方可根据适用法律、法律程序或政府法规的要求披露保密信息，但必须首先通知披露方（在法律允许的情况下），以使披露方能够寻求保护令，或以其他方式对该等披露要求提出异议，费用由披露方承担。

- 9.4 **Injunctive Relief.** The parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.
- 禁令救济。**双方同意，未经授权披露保密信息的，可能立即对披露方造成不可弥补的损害，且在发生此类违约的情况下，除任何其他可用救济以外，披露方还有权寻求即时禁令和其他衡平法救济，而无需提供担保，也无需证明实际的经济损失。

## 10. DATA PRIVACY AND SECURITY.

### 数据隐私和安全。

- 10.1 Dynatrace has implemented and will follow appropriate technical and organizational measures intended to protect Personal Data against accidental, unauthorized, or unlawful access, disclosure, damage, alteration, loss, or destruction.

Dynatrace已实施并将遵循适当的技术性和组织性措施，以保护个人数据免受意外的、未经授权的或非法的访问、披露、损坏、更改、丢失或破坏。

- 10.2 If Dynatrace becomes aware of any unlawful access to any Customer Personal Data stored on Dynatrace equipment or in a Dynatrace facility, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Personal Data (each a “Security Incident”), Dynatrace will notify Customer of the Security Incident without undue delay (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 Data Protection Law 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.

如Dynatrace获悉存储在Dynatrace设备或Dynatrace设施中的任何客户个人数据被非法访问，或此类设备或设施被未经授权访问，并导致客户个人数据丢失、被披露或更改（简称“安全事件”），则Dynatrace将及时将安全事件通知客户（但是，该等通知可能根据执法机构的要求而延迟），并采取商业上合理的措施，履行相关数据保护法规定其在安全事件中的义务。Dynatrace在本节项下报告或应对安全事件的义务并不代表Dynatrace承认与安全事件相关的任何过错或责任。

- 10.3 **Data Processing Agreement.** To the extent Dynatrace processes any Personal Data on Customer’s behalf that is subject to the Data Protection Law, and the parties have not executed a separate data processing agreement that complies with such Data Protection Law, the Data Processing Agreement located at <https://www.dynatrace.com/company/trust-center/customers/> is incorporated by reference and shall apply.

**数据处理协议。**如Dynatrace代客户处理受数据保护法规管的任何个人数据，且双方尚未单独签署符合数据保护法的《数据处理协议》，则《数据处理协议》的条款（载于<https://www.dynatrace.com/company/trust-center/customers/>）以引用方式纳入并适用。

## 11. WARRANTIES.

### 保证。

- 11.1 **Mutual Warranty.** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into the Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) its acceptance of and performance under the Agreement will not breach any agreement with any third party or any obligation owed by it to any third party.

**相互保证。**每一方都陈述、保证和承诺：（a）其拥有签订本协议和履行其在本协议项下义务的全部权力和权限，而无需获得尚未取得的任何同意、批准或豁免；及（b）其接受和履行本协议，不会违反与任何第三方之间的任何协议或其对任何第三方负有的任何义务。

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

**有限保证和补救措施。**以下有限保证仅在客户已购买相关Dynatrace产品和服务的情况下适用：

- 11.2.1 **Dynatrace Platform.** Dynatrace warrants that the Dynatrace Platform will operate substantially in compliance with the applicable Documentation during the Term, provided that the purchased items have been properly installed and/or configured, used as described in the Documentation, and have not been modified or added to other than by Dynatrace. If the Dynatrace Platform does not perform as warranted and Customer notifies Dynatrace within thirty (30) days, Dynatrace will undertake at its sole option and as Customer’s exclusive remedy, to (a) correct the non-conformance; or (b) replace the non-conforming item, provided that if Dynatrace determines that it is not commercially reasonable or possible to correct or replace a material non-conformity within a reasonable time from receipt of written notice from Customer detailing the warranty claim, the

affected subscription will be cancelled and Dynatrace will refund any unused prepaid fees for the affected subscription.

**Dynatrace平台。**Dynatrace保证，只要已正确安装并始终按照指定文档的规定使用所购产品，且未由Dynatrace以外的人对其进行任何修改或添加，则Dynatrace平台在协议期限内将基本按照相关指定文档的描述运行。如Dynatrace平台未按照保证的状况运行，且客户于三十（30）天内通知Dynatrace，则Dynatrace将自行选择采取以下措施（作为客户在本项保证被违反情况下的唯一补救措施）：（a）纠正不符合之处；（b）更换不符合产品；但如Dynatrace确定：在商业上不合理或不可能在收到客户详细提出保证索赔的书面通知后一段合理时间内纠正重大不符合之处，则受影响的认购将被取消，且Dynatrace将退还受影响认购的任何未使用的预付费用。

11.2.2 **Professional Services.** Dynatrace will use commercially reasonable efforts to perform the Professional Services and provide the accompanying Dynatrace Materials 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 thirty (30) days of the date the Professional Services were performed, Dynatrace will undertake at its sole option and as Customer's exclusive remedy to (a) re-perform the non-conforming Professional Services; or (b) if Dynatrace determines that re-performance is not commercially reasonable, the affected Professional Services will be cancelled and Dynatrace will refund to Customer any pre-paid fees corresponding to the affected Professional Services.

**专业服务。**Dynatrace将尽商业上合理的努力，根据相关订购单和工作说明书中规定的规格（如有），提供专业服务和随附的Dynatrace材料。如Dynatrace未做到这一点，且客户在专业服务提供之日起三十（30）日内通知Dynatrace，则Dynatrace将自行选择采取以下措施（作为客户在本项保证被违反情况下的唯一补救措施）：（a）重新履行不合规的专业服务；或（b）如Dynatrace确定在商业上不能合理地重新提供服务，则受影响专业服务将被取消，且Dynatrace将向客户退还与受影响专业服务相对应的任何预付费用。

11.3 **WARRANTY DISCLAIMER.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE, 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 OR USE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, DYNATRACE DOES NOT WARRANT THAT THE DYNATRACE OFFERINGS OR RESULTS OF THE USE THEREOF WILL: (A) OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE; (D) IDENTIFY, BLOCK, OR REMEDIATE ALL SECURITY VULNERABILITIES, THREATS, OR ATTACKS; OR (E) RENDER THE CUSTOMER ENVIRONMENT INVULNERABLE TO UNAUTHORISED ACCESS AND/OR THIRD-PARTY INTERFERENCE. IN ADDITION, DYNATRACE MAKES NO WARRANTY ABOUT ANY THIRD-PARTY PRODUCTS OR CONTENT.

**保证免责声明。**在法律允许的最大范围内，除上文明示的保证外，Dynatrace否认作出所有其他书面的、口头的、明示的、默示的或法定的保证，包括但不限于关于适销性、适于特定用途和不侵权的默示保证。在不限制上述规定的前提下，Dynatrace不保证Dynatrace产品和服务或其使用结果将：（a）能够与任何其他硬件、软件、系统或数据结合使用；（b）满足客户的要求或期望；（c）不间断、不出错误或无病毒；（d）识别、阻止或补救所有安全性漏洞、威胁或攻击；或（e）使客户环境不容易受到未经授权的访问和/或第三方干扰。此外，Dynatrace对任何第三方产品或内容不作任何保证。

12. **TERM AND TERMINATION.**  
**期限和终止。**

12.1 **Subscription Agreement.** This Subscription Agreement may be updated from time to time by Dynatrace provided that no update or modification will apply to any Order Form previously executed or agreed to by the parties.

**认购协议。**Dynatrace可不定期更新本《认购协议》，但这些更新或修改不适用于双方之前签署或达成的任何订购单。

12.2 **Order Form and SOW.** Each Order Form or SOW begins on its effective date and continues in effect

through the end date of the Term or the Service Period thereof. Except as expressly provided under the Agreement, Order Forms and SOWs may not be terminated, cancelled or reduced during the Term or Service Period, payment obligations are non-cancelable, and fees are non-refundable. Each Dynatrace Platform and Support subscription will automatically renew for additional periods equal to the greater of the expiring subscription term or one (1) year unless either party gives the other written notice at least sixty (60) days before the expiration thereof. Notice to Dynatrace should be provided via email to [WW-Renewals-Team@dynatrace.com](mailto:WW-Renewals-Team@dynatrace.com) with a copy to: [legalnotices@dynatrace.com](mailto:legalnotices@dynatrace.com).

**订购单和工作说明书。**每份将本《认购协议》纳入其中的订购单或工作说明书自其生效日开始生效，直至其规定的期限结束之日或（就工作说明书而言）所规定的服务期限结束日为止。除非本协议中另有明确规定外，订购单或工作说明书在期限或服务期内不得终止、取消或减少，付款义务不可取消，费用也不可退还。除非任何一方在相关期限结束前至少60日向另一方发出书面通知，否则，Dynatrace平台和支持的每一项认购将连续自动续期，续期期限与当前到期的认购期限同，或为一年（以二者中较长者为准）。向Dynatrace发送通知应采用电子邮件，发送至：[WW-Renewals-Team@dynatrace.com](mailto:WW-Renewals-Team@dynatrace.com)，并抄送：[legalnotions@dynatrace.com](mailto:legalnotions@dynatrace.com)。

- 12.3 **Termination for Cause.** Either party may terminate any Order Form or SOW incorporating this Subscription Agreement, in whole or in part, for cause: (a) on thirty (30) days' written notice to the other party of a material breach thereof if such breach remains uncured at the expiration of such period (or immediately if the material breach is not capable of being remedied); or (b) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors. In addition, Dynatrace may terminate any Order Form or SOW incorporating this Subscription Agreement immediately on written notice in the event: (a) Customer fails to pay any amounts due thereunder, and such failure continues more than ten (10) days after written notice by Dynatrace; or (b) Customer or its Users infringe or misappropriate Dynatrace's Intellectual Property Rights, including without limitation, use of a Dynatrace Offering other than as authorized under the Agreement.

**因故终止。**任何一方均可因如下原因全部或部分终止将本《认购协议》纳入其中的任何订购单或工作说明书：（a）如另一方严重违约，则一方可提前三十（30）日向另一方发送书面通知而终止，只要该违约在该期限届满时仍未纠正（或者，如该重大违约无法补救，则可立即终止）；或（b）如另一方进入破产申请或其他与破产、接管、清算或为债权人利益进行转让有关的程序，则一方发送书面通知后可立即终止。此外，在以下情况下，经书面通知，Dynatrace可立即终止将本《认购协议》纳入其中的任何订购单或工作说明书：（a）客户未支付本协议项下的任何到期款项，且在Dynatrace就此发送书面通知后超过十天（10）天仍未支付；或（b）客户或其用户侵犯或不当使用Dynatrace的知识产权，包括但不限于未按本协议授权的方式使用Dynatrace产品和服务。

- 12.4 **Effect of Termination or Expiration.**  
**终止或期满的效力。**

12.4.1 Termination of one Order Form will not terminate any other Order Form or other Agreement. .  
一份订购单终止，不会终止任何其他订购单或其他协议。

12.4.2 On termination or expiration of an Order Form, Customer and Users shall immediately cease to use the applicable Dynatrace Offerings. Customer shall either uninstall or destroy all copies of software provided by Dynatrace and certify such in writing to Dynatrace upon request. With respect to any SaaS subscription, Dynatrace will make any remaining Customer Data stored in connection with the SaaS subscription available to Customer in the format in which it is stored for up to thirty (30) days following the effective date of termination or expiration. After such period, unless otherwise stated or legally prohibited, Dynatrace will have no obligation to maintain or provide any Customer Data and may delete all Customer Data in its possession or under its control.

在订购单终止或期满后，客户和用户应立即停止使用Dynatrace产品和服务。客户应卸载或销毁Dynatrace所提供软件的所有副本。在Dynatrace提出要求后，客户将向Dynatrace书面证明其已照此处理。Dynatrace将提供存储在SaaS认购项目中的任何剩余客户数据（以其存储格式提供），提供期限为从终止生效或期限届满后最多三十（30）天。在上述期限之后，除非另有规定或法律禁止外，Dynatrace将没有义务维护或提供任何客户数据，且Dynatrace可删除其持有或控制的所有客户数据。

- 12.4.3 If an Order Form or SOW is terminated by Customer for cause in accordance with Section 12.3, Dynatrace will refund Customer any unused prepaid fees for the Dynatrace Offering terminated. If an Order Form or SOW is terminated by Dynatrace for cause in accordance with Section 12.3, Customer will immediately pay Dynatrace any unpaid fees and reasonably incurred expenses covering the remainder of the Term/Service Period of such terminated Dynatrace Offering.
- 如客户根据第12.3节因故终止订购单或工作说明书，则Dynatrace将向客户退还被终止的Dynatrace产品和服务所对应的未使用的预付费用。如Dynatrace根据第12.3节因故终止订购单或工作说明书，则客户应立即向Dynatrace支付被终止的Dynatrace产品和服务在剩余期限内对应的任何未支付的费用和开支。

### 13. DYNATRACE INDEMNITY. Dynatrace赔付。

- 13.1 **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 Dynatrace Offerings received by Customer under the applicable Order Form, as of the delivery date, infringes any copyright or misappropriates any trade secret, and Dynatrace 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. Together with the mitigation obligations set forth below, this represents Dynatrace’s entire liability, and Customer’s sole and exclusive remedy, for infringement of any intellectual property or proprietary rights by any Dynatrace Offering. Notwithstanding anything to the contrary in the Agreement, the foregoing obligations will not apply with respect to a claim of infringement that arises out of (a) infringing or illegal Customer Data; (b) use of the Dynatrace Offering in combination with any software, hardware, network, technology or system not supplied by Dynatrace where the alleged infringement relates to such combination; (c) any modification or alteration of the Dynatrace Offering other than by Dynatrace; (d) Customer’s continued use of the Dynatrace Offering after Dynatrace notifies Customer to discontinue use because of an infringement claim; (e) use of the Dynatrace Offering other than as authorized under the Agreement or Documentation; or (f) failure to implement an update, upgrade or bug fix that Dynatrace has provided at no charge where such implementation may avoid infringement.
- 知识产权索赔。**如有第三方声称，客户根据订购单收到的Dynatrace产品和服务，在交付日侵犯了任何版权，或擅用了任何商业秘密，Dynatrace将自行承担费用，就该等第三方提起的所有诉讼、法律程序、索赔和要求（简称“第三方索赔”），为客户及其关联方及他们各自的高级管理人员、董事和员工（简称“客户受偿方”）进行抗辩，并支付客户受偿方直接因任何该等第三方索赔而产生的所有损害赔偿金、成本和费用，包括律师费用和成本（无论是在和解或最终裁决中）。与下文规定的补救义务一起，这构成Dynatrace在任何Dynatrace产品和服务侵犯任何知识产权或专有权利情况下负有的全部责任，以及客户的唯一和排他性救济。不论本协议中有任何相反规定，上述义务不适用于因以下原因而产生的侵权索赔：（a）侵权的或不合法的客户数据；（b）将Dynatrace产品和服务与并非Dynatrace提供的任何软件、硬件、网络、技术或系统组合使用，且被指控的侵权与该等组合有关；（c）Dynatrace以外的人对Dynatrace产品和服务进行任何修改或变更；（d）在Dynatrace通知客户因侵权索赔而停止使用Dynatrace产品和服务后，客户继续使用Dynatrace产品和服务；（e）未根据本协议或指定文档授权的方式使用Dynatrace产品和服务；或（f）未实施Dynatrace免费提供的更新、升级或缺陷修复，而如果实施的话，本可避免侵权。
- 13.2 **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: (a) obtain for Customer the right to continue using the Dynatrace Offering; (b) replace or modify the Dynatrace Offering so that it avoids such claim; or (c) if such remedies are not reasonably available, terminate Customer’s license for the infringing Dynatrace Offering and provide Customer with a refund of any unused fees Customer prepaid to Dynatrace for the infringing Dynatrace Offering. 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, and refund such other unused fees prepaid to Dynatrace for the terminated Dynatrace Offering.
- 补救。**如发生或Dynatrace认为很可能会发生Dynatrace有义务抗辩的任何第三方索赔，则Dynatrace可自行决定：（a）为客户获得继续使用Dynatrace产品和服务的权利；（b）更换或修改Dynatrace产品和服务，以避免该等索赔；或（c）如无法合理获得上述救济，则让客户停止使用侵权的Dynatrace产品和服务，并向客



户退还客户为侵权的Dynatrace产品和服务预付给Dynatrace的任何未使用费用。如该等终止严重影响Dynatrace履行相关订购单剩余义务的能力，则Dynatrace可自行决定并在发出书面通知后终止全部或部分订购单，并退还之前已为被终止的Dynatrace产品和服务向Dynatrace预付的费用余款。

14. **CUSTOMER INDEMNITY.** Customer will, at its expense, defend Dynatrace, its Affiliates, licensors and their respective officers, directors and employees (the “Dynatrace Indemnified Parties”) from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Customer Data infringes, misappropriates or violates any third party’s privacy or Intellectual Property Rights; (b) Customer’s breach of Section 8 (Customer’s Responsibilities); or (c) the occurrence of any of the exclusions (a) through (f) set forth above in Section 13.1 (IP Claims). Customer will pay all damages, fines, costs and expenses, including attorneys’ fees and costs (whether by settlement or award of by a final judicial judgment) incurred by the Dynatrace Indemnified Parties from any such Third-Party Claim.

**客户赔付。**客户将自行承担费用，保障Dynatrace、其关联方、许可人及他们各自的高级管理人员、董事和员工（简称“Dynatrace受偿方”）免受因以下原因而产生的或与之相关的任何和所有第三方索赔：（a）有人声称或威胁：客户数据侵犯、滥用或违反了任何第三方的隐私或知识产权；（b）客户违反第8节（客户责任）；或（c）发生第13.1节（知识产权索赔）第（a）项至第（f）项所述任何例外情形。客户将支付Dynatrace受偿方因任何该等第三方索赔而产生的所有损害赔偿金、罚金、成本和支出，包括律师费用和成本（无论是按照和解还是最终司法判决）。

15. **INDEMNIFICATION PROCEDURES.** Either Party’s respective indemnification obligations (each an “Indemnifying Party”) are conditioned upon: (a) being promptly notified in writing of any Third-Party Claim; (b) having the sole and exclusive right to control the defense and settlement of the Third-Party Claim; and (c) the Dynatrace or Customer Indemnified Parties (as applicable the “Indemnified Party”) providing all reasonable assistance (at the Indemnifying Party’s expense and reasonable request) in the defense of such Third-Party Claim. In no event will an Indemnified Party settle any claim without the Indemnifying Party’s prior written approval. The 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 the Indemnifying Party’s right to control the defense and settlement.

**赔付程序。**任何一方承担各自赔付义务（称为“赔付方”）的前提条件是：（a）及时收到书面形式的第三方索赔通知；（b）有权独自掌控对第三方索赔的抗辩与和解；及（c）Dynatrace或客户受偿方（如适用，简称“受偿方”）（在赔付方提出合理请求后）为该第三方索赔的抗辩提供所有合理协助（费用由赔付方承担）。在任何情况下，未经赔付方事先书面批准，受偿方不得和解任何索赔。受偿方可自行承担费用，聘请独立律师就第三方索赔向其提供建议，并参与第三方索赔的抗辩，但赔付方有权控制抗辩与和解。

16. **LIMITATION OF LIABILITY.**  
**责任限制。**

- 16.1 EXCEPT FOR CUSTOMER’S PAYMENT OBLIGATIONS, CUSTOMER’S BREACH OF SECTION 8 (CUSTOMER RESPONSIBILITIES), OR EITHER PARTY’S INDEMNITY OBLIGATIONS, THE CUMULATIVE LIABILITY OF EACH PARTY AND ITS AFFILIATES WILL NOT EXCEED THE ANNUAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE DYNATRACE OFFERING AT THE TIME THE CLAIM ARISES.

除非是客户的付款义务，或是客户违反第8节（客户责任）的情形，或是任何一方的赔付义务，否则，每一方及其关联方的累计责任，不得超过在索赔发生时客户为相关Dynatrace产品和服务已付或应付的年度费用。

- 16.2 EXCEPT FOR CUSTOMER’S BREACH OF SECTION 8 (CUSTOMER RESPONSIBILITIES) OR EITHER PARTY’S BREACH OF SECTION 9 (CONFIDENTIALITY), NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF DATA OR COST OF COVER, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

除非是客户违反第8节（客户责任）的情形，或任何一方违反第9节（保密）的情形，否则，任何一方均不对特殊的、间接的、偶然的、附带的、惩罚性的或示范性的损害承担责任，包括但不限于业务中断、利润损失、数据丢失或保险成本，即使该方知道或理应知道该等损害的可能性。

- 16.3 THE WAIVERS AND LIMITATIONS IN THIS SECTION 16 APPLY REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY ASSERTED, WHETHER IN CONTRACT, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

无论法律行动的形式或所主张的责任理论是什么，无论是基于合同、侵权（包括疏忽）、严格责任、产品责任或任何其他普通法或衡平法理论，本第16节中的免责和责任限制都应适用，且即使本协议中的任何有限救济未能达到其根本目的，本第16节中的免责和责任限制也将继续有效并适用。

- 16.4 NEITHER PARTY LIMITS OR EXCLUDES ITS LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT; OR (C) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

任何一方都未限制或排除以下责任：（a）因疏忽造成的死亡或人身伤害；（b）欺诈性不实陈述或故意的不当行为；或（c）根据适用法律无法免除或限制的任何其他责任。

17. **TRIAL USE.** Dynatrace may offer free or trial use of Dynatrace Offerings (“Trial Use”) in its sole discretion, Trial Use is governed by this Subscription Agreement. Trial Use is for the sole and exclusive purpose of enabling Customer to evaluate a prospective purchase and shall not be deployed as part of Customer’s business processes. At any time, in its sole discretion, Dynatrace may terminate or suspend all or a portion of the Trial Use without prior notice. Certain features, technical support and other support in connection with Trial Use may not be available. If applicable, Customer is solely responsible for exporting Customer Data from the Dynatrace Platform prior to termination or expiration of the Trial Use. All Trial Use is provided “AS IS” and no express or implied warranties shall apply. Dynatrace shall have no liability of any kind with respect to Trial Use unless otherwise required by applicable law, in which case Dynatrace’s liability shall not exceed \$1,000.00.

**试用。** Dynatrace可自行决定提供免费或试用Dynatrace产品和服务（“试用”）。此类试用受本《订阅协议》的约束。试用的唯一目的是让客户评估潜在的购买，不得作为客户业务流程的一部分来部署。Dynatrace可自行决定随时终止或暂停全部或部分的试用，而无需事先通知。某些功能、技术支持和其他与试用有关的支持可能不可用。如适用，在试用终止或期满前，客户应自行负责从Dynatrace平台导出客户数据。所有的试用均“按原样”提供，不适用任何明示或暗示的保证。Dynatrace不承担与试用有关的任何责任，但适用法律另有规定的除外；在这种情况下，Dynatrace 的责任不得超过1000美元。

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

**独立缔约方。** 双方是独立的缔约方，且应在任何方面对外如此宣称。

19. **FORCE MAJEURE.** Neither party will be liable for delay or default in the performance of their respective obligations, excluding payment obligations, if the delay or default is caused by conditions beyond its reasonable control, including but not limited to, acts of God, war, acts of terrorism (whether actual or threatened), riot or civil unrest, failure of electrical, Internet, co-location or telecommunications service, non-Dynatrace applications, denial of service or similar attacks, acts of civil or military authorities, fire, floods, weather disturbances, volcanic eruption, earthquakes, accidents, strikes or labor actions, epidemics, pandemics, quarantines, or energy crises.

**不可抗力。** 如超出一方合理控制范围的情况造成该方延迟履行或未履行其义务，包括但不限于天灾、战争、恐怖主义行为（无论是实际的还是威胁的）、暴动或内乱、电力、互联网、主机托管或电信服务的故障、非Dynatrace的应用程序、服务被拒绝或类似攻击、民政机关或军事机关的行为、火灾、洪水、天气扰动、火山爆发、地震、事故、罢工或劳工行动、流行病、瘟疫、检疫隔离或能源危机，则该方不承担责任。

20. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws and regulations applicable to its use of the Dynatrace Offerings. Dynatrace shall comply with all laws and regulations applicable to its provision of the Dynatrace Offerings. Dynatrace is not responsible for compliance with any laws or regulations that apply to Customer or Customer’s industry that are not otherwise applicable to Dynatrace (e.g., Dynatrace does not determine whether Customer Data includes information subject to any specific law or regulation). **遵守法律。** 客户使用Dynatrace产品和服务应遵守所有适用的法律法规。Dynatrace应遵守适用于提供Dynatrace产品和服务的所有法律法规。Dynatrace不负责遵守适用于客户或客户行业而不适用于Dynatrace的任何法律法规（例如，Dynatrace不会确定客户数据是否包含受任何特定法律或法规约束的信息。



21. **ASSIGNMENT.** Neither party may transfer or assign the Agreement or any Order Form, 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 that requires the other party's prior written consent. Notwithstanding the foregoing, Dynatrace may, without Customer's consent assign any Agreement or any Order Form 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). Any assignment in violation of this Section will be void *ab initio* and of no effect. Subject to the foregoing, the Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**转让。**未经另一方事先书面同意，一方不得全部或部分转让或让与本《认购协议》或任何订购单。在发生控制权变更（通过合并、整合、重组、法律运作或其他方式）后的转让或让与，将被视为需要征得另一方事先书面同意的转让或让与。尽管有上述规定，Dynatrace无需客户同意即可向其任何关联方，或向收购其全部或大部分业务或资产的实体，或因Dynatrace控制权（通过合并、整合、重组、法律运作或其他方式）发生变化，转让任何协议或任何订购单。违反本条规定进行的转让自始无效。在前述规定的基础上，本协议对双方及各自的继承人和受让人具有约束力，由他们享有本协议项下的利益，且可由他们强制执行本协议。

22. **ELECTRONIC COMMUNICATION; NOTICES.** Dynatrace may use electronic means to communicate with Customer related to its performance of obligations under the Agreement, including but not limited to, email, notices posted in portals, online Documentation, in-product chat, and RSS subscriptions to be notified of updates. Customer consents to receive communications in an electronic form and agrees that all communications that Dynatrace provides to Customer electronically constitute a written communication.

**电子沟通；通知。**Dynatrace可使用电子方式与客户沟通本协议义务的履行事宜，包括但不限于电子邮件、在门户网站上发布通知，在线的指定文档、产品内的聊天，以及用于通知更新的RSS订阅内容。客户同意以电子形式接收Dynatrace的沟通内容，并同意：Dynatrace以电子方式向客户提供的所有沟通可视为书面沟通。

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 the Agreement. Customer may send notices to Dynatrace at 1601 Trapelo Road, Suite 116, Waltham, MA 02451, Attention: General Counsel, with a copy to [legalnotices@dynatrace.com](mailto:legalnotices@dynatrace.com). Dynatrace may send notices to Customer at the address set forth at the top of the Order Form. If Dynatrace requires an email address from Customer, Customer is responsible for providing and updating its most current email address for the purpose requested. Either party may change its address for notices under this Section by giving the other party notice of the change in accordance with this Section.

任何一方均可通过书面通信的方式发出通知，通过预付费一级邮件或国内认可的隔夜送达服务发送至本协议中载明的另一方的地址。客户应将给Dynatrace的通知发送至：1601 Trapelo Road, Suite 116, Waltham, MA 02451，收件人：General Counsel（总法律顾问），并抄送[legalnotices@dynatrace.com](mailto:legalnotices@dynatrace.com)。Dynatrace可以按照订购单顶部标明的地址向客户发送通知。如果Dynatrace要求客户提供电子邮箱地址，客户有责任根据要求提供其电子邮箱地址并更新为最新地址。任何一方均可根据本条规定，通过向另一方发出变更通知，随时变更其在本节项下的通知地址。

23. **CUSTOMER REFERENCE.** Customer agrees that Dynatrace may reference 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.

**客户引用。**客户同意，Dynatrace可在介绍Dynatrace的客户时，提及客户，但应遵守客户提供的客户商标和标识使用指南，并且有时候，在客户审查后，Dynatrace可发布新闻稿和案例研究。

24. **GOVERNING LAW.** The parties agree expressly to the application of the laws of the country where the signing Dynatrace entity has registered its offices to govern, interpret, and enforce all of the parties' respective rights, duties, and obligations arising from, or relating to the Agreement, without regard to conflicts of law principles, and to irrevocably submit to the exclusive jurisdiction of the competent courts where such Dynatrace Affiliate is located, or in the event of multiple offices, where the head office of such Affiliate is located. The parties agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Agreement. If any provision of the Agreement 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 the Agreement will remain in effect.

**管辖法律。**双方明确同意，按照签署本协议的Dynatrace实体注册办事处所在国家的法律来管辖、解释和执行由本协议引起的或与本协议有关的双方各自的权利、责任和义务，而不考虑法律原则的冲突，并不可撤销地服从Dynatrace分支机构所在地（如其有多个办事处，则为该分支机构的总部所在地）的相关法院的专属管辖权。双方同意，明确排除1980年《联合国国际货物销售合同公约》适用于本协议。如本协议的任何条款与适用法律相抵触并违反该法律，则该条款将在与该法律相抵触的范围内被视为无效，本协议的所有其他条款将继续有效。

25. **EXPORT CONTROLS.** Customer shall comply with applicable United States, EU and UN export and re-export laws, regulations and requirements (“Trade Laws”). Customer shall not export, re-export, use, or make available any software or service that may be subject to the Trade Laws, to any location, or to or on behalf of any end user, or for any end use, without first obtaining any export license, permit or other approval that may be required and providing notice of such actions to Dynatrace at [legalnotices@dynatrace.com](mailto:legalnotices@dynatrace.com). Without limiting the foregoing, Customer shall not export or re-export any software, or use or make available any software or service, subject to the Agreement (a) to any Group E country listed in Supplement No. 1 to Part 740, Title 15, or the Crimea, Donetsk, or Luhansk region of Ukraine; (b) to any party of concern listed at [www.trade.gov/consolidated-screening-list](http://www.trade.gov/consolidated-screening-list), [www.trade.gov/consolidated-screening-list](http://www.trade.gov/consolidated-screening-list), or to any party owned or controlled by any such party of concern; or (c) for any end use related to the development, production or use of nuclear, chemical or biological weapons or missiles. If, at any time during the Term or Service Period, Dynatrace is not permitted, as a result of applicable Trade Laws, sanctions or similar government restrictions, to supply the Dynatrace Offerings to Customer or receive payment from Customer’s financial institution or payment processor, Dynatrace may terminate or suspend its performance under the Agreement upon written notice without penalty.

**出口管制。**客户同意遵守美国政府、欧盟和联合国的相关出口和再出口法律、法规和要求（“贸易法律”）。未事先获得任何出口许可、同意或其他可能需要的批准并向Dynatrace发送通知（至 [legalnotices@dynatrace.com](mailto:legalnotices@dynatrace.com)），客户不得将可能受贸易法律约束的任何软件或服务出口或再出口到任何地点、任何最终用户或用于任何最终使用。在不限制上述规定的情况下，客户明确同意，其不会将本协议约束的任何软件或服务出口或再出口至：（a）美国联邦法规法典第15部第740部分第1号补充文件——国家组中列出的任何E组国家以及乌克兰克里米亚（Crimea）、顿涅茨克（Donetsk）或卢甘斯克（Luhansk）地区；或（b）在[www.trade.gov/consolidated-screening-list](http://www.trade.gov/consolidated-screening-list)、[www.trade.gov/consolidated-screening-list](http://www.trade.gov/consolidated-screening-list)被列为关注方的任何公司、实体或个人，或任何上述关注方所拥有或控制的任何一方；或（c）与核武器、化学武器或生物武器或导弹的开发、生产或使用有关的任何最终用途。如在协议期限或服务期内的任何时候，因适用的贸易法律、制裁或类似的政府限制，Dynatrace不被允许向客户提供Dynatrace产品和服务或从客户的金融机构或支付处理机构接收付款，则Dynatrace可发送书面通知来终止或暂停履行本协议，而不受处罚。

26. **ANTI-CORRUPTION.** Each party shall maintain its own policies and procedures relating to anti-bribery and anti-corruption to ensure compliance with applicable law, and will enforce them where appropriate; and will promptly report to the other party any request or demand for any undue financial or other advantage of any kind in connection with the performance of the Agreement.

**反腐败。**各方将保持自己的反贿赂和反腐败政策和制度，以确保遵守适用法律，并在适当情况下执行这些法律；并及时向另一方报告所收到的任何与履行本协议有关的对于不当金钱利益或其他利益的请求或要求。

27. **OPEN SOURCE.** “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. Dynatrace maintains an updated list of applicable Open Source Software online. Notwithstanding the foregoing license grants, the Agreement is not meant to modify the terms of any Open Source Software license applicable to the Dynatrace Platform, and in the event of a conflict, the terms of such Open Source Software license will prevail.

**开源。**“开源软件”是指任何类型的任何开源、社区或其他免费代码或库，包括但不限于在互联网上免费提供的任何代码，例如（仅为了进行说明）根据以下许可证许可的任何代码：GNU Affero通用公共许可证

(AGPL)、GNU通用公共许可证 (GPL)、GNU较小通用公共许可证 (LGPL)、Mozilla公共许可证 (BMPL)、Apache许可证、BSD许可证或经开源计划批准的其他许可。Dynatrace在网上维护着一份最新的适用开源软件清单。尽管有上述许可授予，本协议并无意修改Dynatrace适用的任何开源软件的许可条款。在任何此类许可条款与本文条款相冲突的情况下，将以此类开源软件许可的条款为准。

28. **SURVIVAL.** The following provisions will survive expiration or termination of the Agreement: (a) any payment obligations of Customer hereunder; (b) Section 3.2 (Partners), Section 6 (Ownership and Other Rights), Section 7 (Payment), Section 8 (Customer Responsibilities), Section 9 (Confidentiality), Section 12 (Term and Termination), Sections 13-15 (Indemnity), Section 16 (Limitation of Liability), Section 22 (Electronic Communication; Notices), Section 24 (Governing Law); and (c) any rights or obligations which are stated to, or by their nature will, survive. The expiration or termination of the Agreement does not affect any rights which accrued before the date of expiration or termination.

**继续有效。**以下条款将在本协议期满或终止后继续有效：(a) 客户在本协议项下的任何付款义务，(b) 第3.2节 (合作伙伴)、第6节 (所有权和其他权利)、第7节 (付款)、第8节 (客户责任)、第9节 (保密)、第12节 (期限和终止)、第13-15节 (赔付)、第16节 (责任限制)、第22节 (电子沟通; 通知)、第24节 (管辖法律)，及(c) 明确规定继续有效的，或根据自身性质继续有效的任何权利或义务。本协议的到期或终止不影响在到期或终止日期之前产生的任何权利。

29. **MISCELLANEOUS.** The Agreement sets forth the entire agreement and understanding between the parties, and supersedes any other agreements, discussions, proposals, representations or warranties, written or oral, with respect to the subject matter hereof. Any other terms stated in any PO delivered to Dynatrace in connection with an Order Form or invoice thereunder shall have no effect. Each party acknowledges that it has reviewed and accepted the terms of the Agreement and agrees that contractual ambiguities are not to be construed in favor of or against any party based on its role in drafting the Agreement. Performance of any obligation required by a party under the Agreement 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 the Agreement is declared invalid, the entire Agreement will not fail on its account, and that provision will be severed, with the balance of the Agreement continuing in full force and effect. The Agreement may only be amended in writing signed by both parties.

**其他。**本协议规定了双方之间关于本协议标的事项的完整协议和理解，其取代与本协议标的事项有关的其他书面或口头协议、讨论、提议、陈述或保证。任何发送给Dynatrace的与订购单或发票有关的采购订单，其规定的任何其他条款均为无效。每一方确认：其已审查和接受本协议的条款，并同意：对于约定不明之处，不得由于任何一方在起草本协议时发挥的作用而做出有利于或不利于该方的解释。对于一方在本协议项下的任何义务，只能由另一方的授权代表人签署书面弃权书予以放弃。一方没有行使或延迟行使任何权利或救济的，均不构成弃权。如本协议任何规定被宣布为无效，则整个本协议不会因此而失效，且该规定将被删除，而本协议的其余部分将继续完全有效。本协议只能以书面形式经双方签字后修订。