GUIDELINES FOR USING DYNATRACE’S TRADEMARKS

These trademark usage guidelines set forth the rules for using or referring to the trademarks owned by Dynatrace LLC or its subsidiaries (“Dynatrace”) and apply to Dynatrace employees, customers, distributors, resellers, or other entities. For purposes of these guidelines, “Trademark(s)” shall include all registered and unregistered trademarks and service marks (such as words, names, symbols, devices, slogans or combinations of these) owned by Dynatrace, including but not limited to the following:

- Cube Logo
- Dynatrace®
- Flexuse® (U.S.)
- OneAgent® (U.S.)
- Purelytics®
- Puremodel®
- Purepath®
- Purepath Technology®
- Purestack®
- Smartscape®
- Hyperlyzer®
- Davis™ (U.S.)

The above list may be updated from time to time and is not exhaustive. The omission of a Trademark from the list does not represent any waiver of any intellectual property rights of Dynatrace in or to such Trademark. If in doubt about whether or not a particular name, mark or logo is a Dynatrace Trademark, or if you have any questions about the use of Dynatrace’s Trademarks, contact legalnotices@dynatrace.com for assistance. The list above reflects trademark marking that is accurate for the U.S. and the 28 countries of the European Union. For marking requirements outside of the U.S. and EU, contact legalnotices@dynatrace.com.

The Trademarks are valuable assets of Dynatrace, and Dynatrace takes measures to retain the strength and exclusive rights to its Trademarks. In following these guidelines, you help us protect our valuable trademark rights and strengthen our corporate and brand identities. If you are a licensee of a Dynatrace Trademark and have been provided with separate usage guidelines, please follow those guidelines. If your license agreement does not provide usage guidelines, then follow these guidelines. Prior to using the Trademarks please submit the materials in which you are going to use the Trademarks to Public Relations PublicRelations@dynatrace.com for prior approval.

Dynatrace Trademarks appearing on the Dynatrace website are the property of Dynatrace. Nothing contained on the Dynatrace website should be construed as granting any license or right to use any Trademarks without the prior written permission of Dynatrace. By using a Dynatrace Trademark, in whole or in part, you are acknowledging that Dynatrace is the sole owner of the Trademark and promising that you will not interfere with Dynatrace’s rights in the Trademark, including challenging Dynatrace’s use, registration of, or application to register such Trademark, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse, or bring into disrepute any Trademark. The goodwill derived from using any part of a Trademark exclusively inures to the benefit of and belongs to Dynatrace. Subject to the terms and conditions of these guidelines, Dynatrace grants authorized users a limited, nonexclusive, nontransferable, revocable license to use the Trademark solely for the purposes of identifying Dynatrace’s products and services and relationship to Dynatrace. Underlying this policy is a set of guidelines for what is — and is not—acceptable use of Dynatrace Trademarks. This policy describes the uses generally approved by Dynatrace for its Trademarks. However, Dynatrace reserves the right in its sole discretion to terminate or modify permission to display Trademarks, and may request that third parties modify or delete any use of the Trademarks that, in Dynatrace’s sole judgment, does not comply with these guidelines or might otherwise impair the rights of
Dynatrace in the Trademarks, regardless of the uses allowed in this policy. Except for the limited right to use as expressly permitted herein, no other rights of any kind are granted hereunder, by implication or otherwise.

**AUTHORIZED AND PROPER USE OF DYNATRACE TRADEMARKS.**

1. Your use must be for the purpose of showing an authorized relationship to Dynatrace products and services on product website, packaging, advertising, or other collateral.
2. Your use of a Dynatrace Trademark must be accompanied by, but significantly less prominent than, your own brand, name or logo, preferably by use of a different font, size and/or color.
3. Dynatrace Trademarks must be used independently and separately from your trade names, service marks, or trademarks.
4. Always use trademarks and service marks as adjectives, not nouns or verbs, and only as an adjective qualifying a generic noun that defines the product or service. As adjectives, Dynatrace trademarks and service marks should not be used as plurals or in the possessive form. Do not alter the Trademark in any manner.

**CORRECT**
- The Purelytics® platform’s benefits are...
- The excellent quality of OneAgent® software is always consistent.

**INCORRECT**
- Purelytics’ benefits are...
- The excellent quality of One-Agent® software is always consistent.

5. Trademark use should include proper trademark notice symbols (see above samples with markings). In the US, the proper symbol depends on whether the trademark is registered “®” with the US Patent and Trademark Office for the specific products or services for which the mark is used. “TM” is used with trademarks used to identify products or products and services, and “SM” is used with trademarks used to identify just services. When the trademark is used repeatedly in a document, marking should be used at least on the first use of the trademark and on each separate page or section. The trademark notices symbols should be placed directly after the trademark, in a superscript and in a size smaller than the trademark itself. If the use is outside of the United States or EU, contact Dynatrace for appropriate marking.

**CORRECT**
- Dynatrace® SaaS and Managed artificial intelligence identifies problems for you and pinpoints their underlying root causes in seconds.

**INCORRECT**
- Dynatrace SaaS and Managed artificial intelligence identifies problems for you and pinpoints their underlying root causes in seconds.

6. Use of the Dynatrace Trademarks must be limited to the exact form provided by or otherwise approved by Dynatrace.

7. You must comply with a Dynatrace request to correct, remedy or discontinue any use of the Dynatrace Trademark which is determined by Dynatrace in its sole discretion to be improper under these guidelines. This section applies notwithstanding the license provided herein.

8. Dynatrace users and licensees shall apply the Trademarks only to genuine Dynatrace products and services that are provided in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion established by Dynatrace.

9. With the exception of Dynatrace logos (the use of which must be expressly authorized by Dynatrace and subject to the Dynatrace Logo Guidelines), you may use Dynatrace Trademarks to refer to Dynatrace’s
products or services in accordance with these guidelines in advertising, promotional, and sales materials, provided that you have the necessary authority to sell or promote Dynatrace’s products or services, e.g. as an authorized reseller.

10. You may indicate the relationship of your products and services to Dynatrace products or services by using an accurate referential phrase in connection with your product or service, such as “for use with,” or “compatible with,” as long as your usage does not create the impression of any partnership with or endorsement by Dynatrace, and as long as your usage does not create the possibility of confusion as to the source of the product or service.

11. All permissible uses of the Trademarks must be accompanied by an attribution statement. The following language is appropriate:

“[TRADEMARK] and any accompanying logos is/are either registered trademarks or trademarks of Dynatrace LLC in the United States or its subsidiaries in other countries.”

**PROHIBITED USE OF DYNATRACE TRADEMARKS.** You may not use the Trademarks in a manner that could cause confusion as to sponsorship, affiliation or endorsement of you or your products by Dynatrace. You may not use the Trademarks in a way that devalues, dilutes, or disparages any Dynatrace brand. Examples of prohibited use of the Dynatrace Trademarks are described below.

1. Do NOT alter the Trademarks from their original form, for example, the addition of hyphens or spaces, creation of unauthorized acronyms, abbreviation or alteration of any stylized design format (e.g. “DynaTRACE” or “DT” instead of Dynatrace).

2. Do NOT use Dynatrace Trademarks or potentially confusing variations as all or part of your company, brand, product, or service names.

3. Do NOT use Dynatrace Trademarks or potentially confusing variations as your domain name or part of your domain name, or as part of any “favicon.”

4. Do NOT make any false or misleading statements using the Dynatrace Trademarks (e.g., “Dynatrace® approved”).

5. Do NOT use Dynatrace Trademarks in a manner that would imply a Dynatrace affiliation with or endorsement, sponsorship, or support of a product or service, without our written approval.

6. Do NOT display or use Dynatrace Trademarks in any publication, website or materials or in a manner that, in Dynatrace’s judgement, is obscene, violent in nature, or otherwise in poor taste or unlawful, or which has a purpose of encouraging unlawful activities or otherwise disparages, diminishes or damages the reputation of Dynatrace.

**USE OF “DYNATRACE” AS A TRADE NAME.** “Dynatrace” is not only a trademark used to identify Dynatrace’s products and services; it also serves as a trade name or company name referring to Dynatrace LLC (or the applicable legal entity name of its subsidiary). Trade names are nouns and, therefore, should not be followed by a generic descriptor and may be used in the possessive form. When used as a trade name, ”Dynatrace” should not be followed by a trademark symbol. Within documents, the first reference to the trade name or company name should be ”Dynatrace LLC” (or the applicable legal entity name of its subsidiary). Thereafter, ”Dynatrace” can be used for subsequent references.

**QUESTIONS.** We appreciate any assistance that you can provide Dynatrace to protect its Trademarks. If you have any questions regarding Dynatrace Trademarks, or notice any trademarks and logos that are confusingly similar with Dynatrace Trademarks, please let us know by notifying us at legalnotices@dynatrace.com.