

REFINITIV

DELTA REPORT

10-K

DT - DYNATRACE, INC.

10-K - MARCH 31, 2024 COMPARED TO 10-K - MARCH 31, 2023

The following comparison report has been automatically generated

| | |
|--------------|------|
| TOTAL DELTAS | 6771 |
| CHANGES | 277 |
| DELETIONS | 4081 |
| ADDITIONS | 2413 |

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended March 31, 2023 March 31, 2024
OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM TO
Commission File Number 001-39010

Dynatrace, Inc.

(Exact name of registrant Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
1601 Trapelo Road, Suite 116
Waltham, MA
(Address of principal executive offices)

47-2386428
(I.R.S. Employer
Identification No.)
02451
(Zip code)

Registrant's telephone number, including area code: (781) 530-1000

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|----------------------|---|
| Common stock, par value \$0.001 per share | DT | New York Stock Exchange |

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

| | | | |
|-------------------------|-------------------------------------|---------------------------|--------------------------|
| Large accelerated filer | <input checked="" type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input type="checkbox"/> | Smaller reporting company | <input type="checkbox"/> |
| | | Emerging growth company | <input type="checkbox"/> |

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant Registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the Registrant included in the filing reflect the correction of an error to previously issued financial statements. Yes ☐ No ☒

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the Registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). Yes ☐ No ☒

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of common stock held by non-affiliates of the Registrant as of September 30, 2022 September 30, 2023, the last business day of the most recently completed second fiscal quarter, was \$7.0 billion \$11.3 billion. This calculation does not reflect a determination that certain persons are affiliates of the Registrant for any other purpose.

The Registrant had 290,975,536 297,338,732 shares of common stock outstanding as of May 22, 2023 May 20, 2024.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive Proxy Statement for the 2023 2024 Annual Meeting of Stockholders are incorporated by reference in Part III of this Annual Report on Form 10-K. Such Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days of the Registrant's fiscal year ending March 31, 2023 ended March 31, 2024.

Except with respect to information specifically incorporated by reference in this Annual Report on Form 10-K, the Proxy Statement is not deemed to be filed as part of this Annual Report on Form 10-K.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K ("Annual Report") includes certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding:

- our future financial performance, including our expectations regarding key factors driving future performance, our revenue, annual recurring revenue, gross profit or gross margin, operating expenses, ability to generate cash flow, **and billing/revenue mix and our pricing and licensing model**;
- our ability to navigate the current macroeconomic environment;
- anticipated trends in our business and in the markets in which we operate;
- our ability to anticipate market needs and successfully develop new and enhanced solutions to meet those needs;
- the evolution of technology affecting our offerings, platform and markets, including our plans to continue evolving our technology capabilities;
- our plans to continue investing in research and development and driving innovation to meet customers' needs and grow our customer base;
- our ability to maintain and expand our customer base and our partner ecosystem;
- our expectations regarding the evolving competitive environment;
- our plans to invest in future growth opportunities that we expect will drive long-term value;
- our ability to sell our offerings and expand internationally;
- our ability to hire and retain necessary qualified employees to grow our business and expand our operations; and
- our ability to adequately protect our intellectual property.

These forward-looking statements include, but are not limited to, plans, objectives, expectations, and intentions and other statements contained in this Annual Report that are not historical facts and statements identified by words such as "will," "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates" or words of similar meaning. These forward-looking statements reflect our current views about our plans, intentions, expectations, strategies, and prospects, which are based on the information currently available to us and on assumptions we have made. Although we believe that our plans, intentions, expectations, strategies, and prospects as reflected in or suggested by those forward-looking statements are reasonable, we can give no assurance that the plans, intentions, expectations, or strategies will be attained or achieved. Furthermore, actual results may differ materially from those described in the forward-looking statements and will be affected by a variety of risks and factors that are beyond our control including, without limitation, the risks set forth in the summary below, in Item 1A. entitled "Risk Factors" in this Annual Report, and in our other SEC filings. We assume no obligation to update any forward-looking statements contained in this Annual Report as a result of new information, future events, or otherwise.

SUMMARY OF THE MATERIAL RISKS ASSOCIATED WITH OUR BUSINESS

Our business is subject to numerous risks and uncertainties that you should be aware of in evaluating our business. Please see Item 1A. entitled "Risk Factors" in this Annual Report for a discussion of risks that we believe are material. These risks and uncertainties include, but are not limited to, the following:

- We have experienced rapid revenue growth in recent periods, **and our recent growth rates which** may not be indicative of our future growth.
- Our quarterly and annual operating results may be adversely affected due to a variety of factors, which could make our future results difficult to predict.
- Market adoption of the solutions that we offer is relatively new and may not grow as we expect, which may harm our business and prospects.
- Our business is dependent on overall demand for observability and security solutions and therefore reduced spending on those solutions or overall adverse economic conditions may negatively affect our business, operating results, and financial condition.
- If we fail to innovate and do not continue to develop and effectively market solutions that anticipate and respond to the needs of our customers, our business, operating results, and financial condition may suffer.
- If our platform and solutions do not effectively interoperate with our customers' existing or future IT infrastructures, installations of our solutions could be delayed or canceled, which would harm our business.
- If we are unable to acquire new customers or retain and expand our relationships with existing customers, our future revenues and operating results will be harmed.
- Failure to effectively expand our sales and marketing capabilities could harm our ability to execute on our business plan, increase our customer base, and achieve broader market acceptance of our applications.
- We face significant competition, which may adversely affect our ability to add new customers, retain existing customers, and grow our business.
- If we are unable to maintain successful relationships with our partners, or if our partners fail to perform, our ability to market, sell, and distribute our applications and services will be limited, and our business, operating results, and financial condition could be harmed.
- Security breaches, computer malware, computer hacking attacks, and other security incidents **or compromises** could harm our business, reputation, brand and operating results.
- Real or perceived errors, failures, defects, or vulnerabilities in our solutions could adversely affect our financial results and growth prospects.
- Failure to protect and enforce our proprietary technology and intellectual property rights could substantially harm our business, operating results, and financial condition.
- **Thoma Bravo has significant influence over matters requiring stockholder approval, which may have the effect of delaying or preventing changes of control, or limiting the ability of other stockholders to approve transactions they deem to be in their best interest.**

PART I. FINANCIAL INFORMATION

ITEM 1. BUSINESS

Overview

Our vision is a world where software works perfectly. Dynatrace offers a unified the only end-to-end platform that combines broad and deep observability and continuous runtime application security platform with analytics and automation at its core, purpose-built advanced artificial intelligence ("AI") for dynamic, hybrid, multicloud environments. Our comprehensive solutions help global organizations simplify cloud complexity, innovate faster, and do more with less in the modern cloud.

Our mission is IT operations to deliver provide answers and intelligent automation from data at an enormous scale. Our comprehensive solutions help IT, development, security, and business operations teams at global organizations modernize and automate cloud operations, deliver software faster and more securely, and provide significantly improved digital experiences.

Our Many of the world's largest organizations trust the Dynatrace purpose platform to accelerate digital transformation. We have been seeing increased demand for large, strategic deals in which customers' business criteria drive broader technology architecture decisions. At the same time, workloads continue migrating to the cloud as customers seek the agility, flexibility, and rapid technology advancements that can prove elusive in on-premises data center environments. AI has been sweeping across industries and exploding in relevancy and criticality as organizations desire significant advancements in innovation, productivity, and performance. The escalating cybersecurity threat landscape is to enable flawless and secure digital interactions.

Our vision is a world where software works perfectly.

Digital transformation is ubiquitous, with software defining how we bank, manufacture, deliver healthcare, educate, receive government services, transact business, and communicate with our colleagues, friends, and families. This transformation is happening in particular also increasing the need for more sophisticated protection. The confluence of these megatrends in dynamic hybrid, multicloud environments which bring brings a scale and frequency of change that is exponentially greater than that of the old just a few years ago.

These trends also bring an explosion of data, center world.

Traditional a massive increase in complexity exacerbated by tool sprawl and siloed data, and a need for better analytics to prevent issues, instead of reacting to them. We believe that traditional approaches for developing, operating, monitoring, and securing software were not designed to cannot keep pace with these modern cloud environments. What was once a well understood layering of applications running on operating systems on physical servers connected to physical networks has rapidly become virtualized into software at all levels. Applications are no longer monolithic and have become fragmented into thousands, potentially millions, of microservices, written in multiple software languages. These applications run in languages and extending across environments that may extend across Infrastructure as a Service ("IaaS"), Platform as a Service ("PaaS"), and Functions as a Service ("FaaS"), offered through hyperscaler vendor solutions such as Amazon Web Services ("AWS"), Microsoft Azure ("Azure"), and Google Cloud Platform ("GCP"), and more traditional data center solutions, such as mainframe environments. To monitor and secure their IT environments, organizations Organizations are increasingly seeing the need to move from manual processes, static siloed dashboards, rudimentary AI, and after-the-fact remediating after the fact to solutions such as Dynatrace that deliver vastly improved and deeper insights, advanced analytics, answers, and automation.

As enterprises and public sector institutions embrace modern cloud environments as the underlying foundation of their business and digital transformations, we believe that the scale, growing complexity, and dynamic nature of these environments are rapidly making solutions such as the Dynatrace platform mandatory instead of optional for many organizations. Our We believe our company has a significant market opportunity based on the technical differentiation of our platform, our ability to integrate successfully into customers' cloud ecosystems, and the trust that we have built within our customer base and partner ecosystem.

Key Differentiators

We believe our approach is different from other offerings in three critical ways:

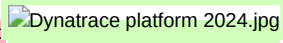
- Dynatrace is an end-to-end platform that enables contextual analysis. We store all data types, including logs, traces, metrics, real user data, and business events, in an integrated, highly performant and massively scalable data store called Grail™. Through our proprietary technology, these data types are stored together in context, and we are able to analyze billions of interdependencies across applications, networks, and infrastructure throughout an enterprise. This provides near real-time end-to-end awareness that we believe is not possible to replicate without a unified data store with equivalent capabilities.
- The Dynatrace platform is powered by hypermodal AI. For over a decade, Dynatrace customers have relied on the predictive and causal AI capabilities of our AI engine, Davis®. We are making our generative AI capabilities available on the Dynatrace platform combines through Davis CoPilot, bringing the only fully unified platform to a much wider array of end users and extending the capabilities of the Dynatrace platform. We believe we have architected our combination of predictive, causal, and generative AI (which we refer to collectively as hypermodal AI) to make AI techniques iteratively more intelligent. As organizations collect and maintain more data, AI embedded in end-to-end solution for comprehensive observability and continuous runtime security solutions is often required for reliable analysis, accurate insights, prevention of issues and problems, and quick identification and resolution when they arise. We believe our experience in AI gives our customers a competitive advantage in developing their own AI initiatives, and we are investing in AI best practices in services, data, and observability to support our customers on their AI journeys and to enable AI practices of our partners.
- The Dynatrace platform is automated. We believe many organizations want a platform with broad-based situational awareness that can automatically identify, repair, and remediate issues and maximize application security together performance by optimizing the code, underlying infrastructure resources, and software delivery processes. Dynatrace OneAgent® uses automation to discover hybrid, multicloud environments, dynamically instruments applications, and consistently learns and updates without human scripting and user configuration. Our Smartscape® technology continuously updates topological dependencies as the

application or operating environment evolves, providing the Dynatrace platform with advanced artificial intelligence ("AI") a representation of relationships between all elements within an environment. We believe this is especially critical during business-impacting threats or incidents.

We believe the Dynatrace platform's integrated approach reduces or eliminates the need for IT operations ("AIOps") organizations to provide answers maintain a variety of disparate and intelligent automation from data at enormous scale. This approach enables siloed tools, enabling them to:

- improve the reliability and performance of their infrastructure and applications, which can help optimize the experience of their own users;
- improve organizational productivity, decision making and innovation, while also increasing transparency and collaboration between IT, development security teams, and other business operations teams to modernize functions;
- reduce operating costs; and automate operations, deliver software faster and more securely, and provide better digital experiences.
- mitigate risk.

The Dynatrace Platform

We engineered  Dynatrace platform 2024.jpg

The Dynatrace platform delivers analytics and automation for observability and security at scale and comprises several solutions, including the Dynatrace® following:

- **Infrastructure Observability** provides complete visibility into a customer's IT infrastructure layer across public and private clouds and hybrid, multicloud environments, including AWS, Azure, GCP, VMware Tanzu, Red Hat OpenShift, and Kubernetes.
- **Application Observability** monitors the full stack (i.e., front-end and back-end technologies) through APM, distributed tracing, and profiling across public and private clouds and hybrid, multicloud environments.
- **Security Protection** automatically and continuously detects runtime vulnerabilities in applications, libraries, and code. It also provides near real-time detection and blocking to help protect against third-party cyber-attacks that can exploit critical vulnerabilities.
- **Security Analytics** enable AI and runtime-enhanced detection, investigation, and response to cybersecurity events.
- **Digital Experience** allows customers to monitor user experiences across channels with real-user and synthetic monitoring and session replays and encompasses mobile and web applications.
- **Business Analytics** unifies data flowing through the Dynatrace platform to automatically capture a wide variety provide precise, near real-time answers that enable teams to understand how the performance of high-fidelity application, infrastructure, user experience, their digital services affects critical key performance indicators and open-source telemetry data at scale. With this broad set of observability data, the Dynatrace® platform dynamically maps all components and their dependencies in a full-stack hybrid, multicloud environment for real-time, continuous context. Our proprietary AI engine, Davis®, processes this observability data in real time to deliver answers to issues, bottlenecks, degradations, and more. In addition, the Dynatrace® platform provides extensive automation, including continuous discovery, proactive anomaly detection, and optimization across the software lifecycle. We believe this all-in-one approach reduces the need for a variety of disparate tools and enables our customers insights to improve productivity user experiences.
- **Automations** leverage observability and decision making while reducing operating costs. security data to drive workflow automations created with a visual workflow creator or automation-as-code.
- **Custom Solutions** can also be developed for different use cases with enterprise-grade extensibility and customizations.

The Dynatrace platform provides the following key benefits: benefits to customers through our various proprietary technologies:

- **Single agent, fully automated configuration.** Dynatrace® is installed as a single agent, OneAgent®, which automatically configures itself, Securely unify, store, and continuously discovers all components of the customer's full stack to enable high fidelity analyze data capture at great scale. OneAgent® dynamically profiles the performance of all components of the full stack with code-level precision, even as applications and environments update and change. In addition, Dynatrace® incorporates and enriches data from open source approaches such as OpenTelemetry.
- **Distributed tracing and code-level analysis technology.** PurePath®, our patented distributed tracing and code-level analysis technology, automatically integrates high-fidelity distributed tracing with user experience data, data from open source technologies, including OpenTelemetry, and code level analytics.
- **Topology mapping and visualization.** As OneAgent® discovers all of the components and dependencies in the application environment, our proprietary Smartscape® technology simultaneously builds an interactive map of how everything in the environment is interconnected.

- **AI-powered, answer-centric insights.** Davis[®], our proprietary AI engine, dynamically baselines the performance of all components in the full stack, continually learning to provide precise answers when performance deviates from expected or desired conditions. Unlike machine learning ("ML")-based correlation engines that rely on historical data for learning behavior and which can overwhelm IT professionals with alerts, Dynatrace[®] provides a single problem resolution and precise root-cause determination. We believe the accuracy and precision of the answers delivered by Davis[®] enable our customers to shift from reactive to proactive remediation, providing a substantial advantage in time savings, resource efficiency, customer satisfaction, and business outcomes.
- **Unified observability, security and business data at any scale context.** Grail[™], our proprietary data lakehouse, architecture is a unified storage solution with a massively parallel processing ("MPP") technology, analytics engine. Grail allows customers organizations to interconnect and analyze large volumes of different types of data in modern cloud-native environments quickly and cost effectively in context, without the overhead, expense, and limitation of storage tiering, re-indexing, and rehydration imposed by alternative solutions.
- **Automated workflow processes.** Receive answer-centric insights and automation with hypermodal AI. Our AutomationEngine enables customers. Davis, our AI engine at the core of the platform, combines predictive, causal, and generative AI to automate workflow processes throughout the BizDevSecOps cycle allowing them to orchestrate integrations deliver answers, insights, automation, and take actions in a production environment. This enables customers to act faster, increase development recommendations, and team efficiency, reduce risk, detect, identify, remediate, and accomplish more with fewer resources. **prevent issues.**
- **APIs to easily build customer applications.** Our AppEngine provides our customers' teams with a no-code/low-code toolset. Create and programmability with application programming interfaces ("APIs") to build share custom applications for specific use cases. Teams and automations to support all business needs. AutomationEngine supports advanced workflow automation, and AppEngine allows organizations to create and share custom, data-driven applications. Business, development, security, and operations teams can collaborate and innovate faster with greater security and smarter BizDevsSecOps answers.

When combined, OneAgent[®] @ Visualize and understand environments in near real time, Purepath[®]. Smartscape automatically identifies and maps interactions and relationships between applications and the underlying IT infrastructure and uses that map to enrich and contextualize data. This helps organizations understand how everything in their environments is connected.

- @ Automatically capture and pre-process data in any form, from anywhere, Smartscape[®].
 - OpenPipeline uses high performance, stream processing technology to ingest, enrich, and contextualize data from a variety of sources (such as OpenTelemetry) for in-depth, AI-powered analytics. This helps organizations manage the cost and scale of large amounts of data, understand the context, and address security requirements.
 - OneAgent deploys once on a host and instantly and continuously collects all relevant data and metrics along the full chain of applications that are being delivered. OneAgent helps organizations discover which processes are running on the host and automatically activates instrumentation.
 - PurePath[®] captures and Grail[™] have the unique ability to derive causal AI analyzes timing and code-level context for the myriad of issues that impact a customer's uptime and performance. OneAgent[®] discovers and automatically updates configuration without requiring constant manual agent updates or application code changes. Purepath[®] and Smartscape[®] automatically enrich the data with full topological and dependency mapping context. Grail[™] enables almost any type of query in near-real-time and Davis[®] leverages all of the data in context to provide precise answers and intelligent automation.

Our Product Offerings

All of our offerings leverage the Dynatrace[®] observability and security platform to provide application and microservices monitoring, runtime application security, infrastructure monitoring, log management and analytics, digital experience monitoring ("DEM"), digital business analytics, and cloud automation in an easy-to-use, highly automated, all-in-one solution.

Applications and Microservices Monitoring

Our approach to application performance monitoring ("APM") changes how our customers monitor applications and manage transactions distributed traces, end-to-end, across highly complex, hybrid, multicloud environments. Because modern clouds are dynamic, Dynatrace instrumentation is automatic. Because cloud applications run on shared infrastructure and leverage shared services, Dynatrace monitors the full stack to provide visibility into distributed transactions and underlying code and entity relationships and dependencies. Dynatrace gathers metrics and telemetry beyond transaction data, including user experience, log and event data, and data from the latest open source standards, such as OpenTelemetry. Davis[®], our AI engine, analyzes all data in the context of a continuously updated topology, Smartscape[®]. This combination of capabilities allows our customers to easily manage and optimize even the most complex cloud environments, with continuous observability and insights into cloud operations, software delivery pipelines, and business outcomes. **stack.**

Infrastructure Monitoring

Dynatrace[®] Infrastructure Monitoring provides complete visibility into a customer's infrastructure layer across public and private clouds and hybrid, multicloud environments. This coverage extends to the leading cloud platforms, including AWS, Azure, GCP, VMWare Tanzu, Red Hat OpenShift, and Kubernetes, utilizing our OneAgent[®] instrumentation and powerful API ingestion capabilities to provide a single source of analysis across environments.

Application Security

Optimized for cloud-native applications, containers, and Kubernetes, Dynatrace[®] Application Security automatically and continuously detects vulnerabilities in applications, libraries, and code at runtime. It also provides real-time detection and blocking to help protect against injection attacks that exploit critical vulnerabilities, such as Log4Shell. It removes blind spots and helps development teams more quickly determine the cause of vulnerabilities, which we believe provides organizations with confidence in the security of their applications.

Log Management and Analytics

Dynatrace ingests and analyzes petabytes of log data into our data lakehouse, Grail™. The context of observability and security data is automatically and efficiently retained, serving as the single log management and analytics platform to bring IT, security, and business teams together to meet service level objectives. Topology-based, dependency mapping attributes are automatically connected to log records with no required manual tagging. The Dynatrace Query Language ("DQL") is designed to provide instant "needle in a haystack" analytics to give our customers precise, real-time answers across unified data in cost-efficient cloud storage with no storage tiering, re-indexing, or rehydration.

Digital Experience Monitoring

Dynatrace® Digital Experience Monitoring integrates three user experience capabilities into one solution - Real User Monitoring ("RUM"), Synthetic Monitoring, and Session Replay. Dynatrace® RUM automatically captures every user click, tap, and swipe from any device across targeted applications and automatically connects these to back-end services for a complete picture of the user journey. Dynatrace® Synthetic Monitoring simulates user experience across production and development environments in internally built and third-party applications, such as Salesforce, Zoom, NetSuite, and ServiceNow, to provide a proactive view into applications and API performance and availability without the need for live users. Dynatrace® Session Replay delivers a movie-like review of a real user's experience with an application, including what they saw and clicked on, how they converted, or where they abandoned the application. We believe these insights enable digital teams to create more perfect user experiences. They also help align IT, developer, and business teams with a singular view and source of digital truth.

Digital Business Analytics

Dynatrace® Digital Business Analytics leverages the data already flowing through the Dynatrace platform's APM, Infrastructure Monitoring, and DEM modules and leverages Davis®, the AI engine, to provide precise, real-time answers that enable teams to understand how the performance of their digital services affects critical key performance indicators ("KPIs"), such as feature adoption, conversion, orders, release validation, customer segmentation, and app store ratings. These insights enable teams to continuously improve their user experience and accelerate the delivery of digital innovation.

Cloud Automation

Dynatrace® Cloud Automation leverages the observability and intelligence at the core of the Dynatrace platform and includes an embedded control plane to enable development, DevOps, and site reliability engineering ("SRE") teams to automate continuous integration and continuous delivery ("CI/CD"), deployment, and release processes to accelerate release cycles, drive production reliability, and meet business imperatives. Through shorter feedback loops between Dev and Ops teams and continuous release validation, DevOps and SRE teams can focus on delivering innovation faster and with less risk.

Dynatrace Deployment and Operations

The Dynatrace® platform utilizes big data architecture and enterprise-proven cloud technologies that are engineered for large, complex hybrid, multicloud environments. With role-based access and advanced security functionality, we built the Dynatrace® platform for enterprise-wide adoption by the largest organizations in the world.

Dynatrace® provides out-of-the-box configuration for the leading cloud platforms, such as AWS, Azure, GCP, Red Hat OpenShift, and SAP, as well as Kubernetes and coverage for traditional on-premises systems, including mainframe and monolithic applications in a single, easy-to-use, intelligent platform.

The majority of our customers deploy Dynatrace® as a Software-as-a-Service ("SaaS") solution to get the latest Dynatrace® features and updates with greatly reduced administrative effort. Our SaaS solution provides customers with the ability to scale up and down rapidly, without having to purchase, provision, and manage their hardware. We also provide options to deploy our platform **at the edge** in customer-provisioned infrastructure, which we refer to as Dynatrace Managed. This offering allows customers the flexibility to maintain control of the environment where their data resides, whether in the cloud or on-premises, combining the simplicity of SaaS with the ability to adhere to their own data security and sovereignty requirements. **Our Mission Control center** We automatically **upgrades upgrade** all Dynatrace® instances and **offers offer** on-premises cluster customers auto-deployment options that suit their specific enterprise management processes.

During our fiscal 2024, we introduced a new version of the Dynatrace Platform Subscription ("DPS") licensing model which provides customers with more modern pricing with flexibility and transparency. Under the DPS model, a customer makes a minimum annual spend commitment at the platform level and then consumes that commitment based on actual usage and a straightforward rate card. Any platform capability can be used in any quantity at any time based on the customer's evolving needs. Existing Dynatrace

customers can also license individual capabilities in a subscription model. We provide customers with a near real-time view of licensed product consumption, with historical analysis at the daily or hourly level.

Customers

As of **March 31, 2023** March 31, 2024, we had **more than 3,600** approximately 4,000 customers in over **90** 100 countries. Our customers reflect diverse industries including, but not limited to, banking and **finance**, financial services, government, insurance, retail and wholesale, **transportation**, and software. No organization or customer accounted for more than 10% of our revenue for the fiscal years ended **March 31, 2023** March 31, 2024, **2022**, 2023, and **2021**, 2022.

Our Growth Strategy

Extend our technology and market leadership position. We intend to maintain our position as the market-leading unified observability and security platform through increased investment in research and development, and **continued** innovation. We **expect plan to** **focus on expanding** **expand** the functionality of our **unified Dynatrace®** **end-to-end Dynatrace**

platform and **investing** in capabilities that address new market opportunities. We also plan to **continue evolving** our **causal** AI capabilities to drive **differentiation through precise answers and broad-based automation, differentiation**. We believe this strategy will enable new growth opportunities and allow us to **continue to** deliver differentiated high-value outcomes to our customers.

Grow Expand and strengthen our customer base. We intend to drive new customer growth by expanding our direct sales force focused on the largest 15,000 global enterprise accounts, which generally have annual revenues in excess of \$1 billion. In addition, we plan to leverage our global partner ecosystem to add new customers in geographies where we have direct coverage and work jointly **relationships** with our partners.

Increase penetration within existing customers. We plan to **continue to** increase the penetration within our existing customers by **establishing** new and deeper relationships within our **existing** customers' organizations (notably, development teams) and **expanding** the breadth of our platform capabilities to provide for **continued cross-selling expansion** opportunities. In addition, we believe the ease of implementation **for Dynatrace® of Dynatrace** provides us **with** the opportunity to expand adoption within our existing enterprise customers, across new customer applications, and into additional business units or divisions. **Once While still in its early stages, we also believe that our DPS licensing model will drive further expansion opportunities for customers are that prefer the flexibility and predictability of pricing under that model.**

Grow our customer base. We intend to drive new customer growth through a focus on the **Dynatrace® platform, largest 15,000 global enterprise accounts, which generally have annual revenues in excess of \$1 billion and more complex IT ecosystems and cloud environments**. In particular, we **have seen significant dollar-based net expansion due to are increasing the ease of use and power focus of our platform, sales force on the largest 500 global companies and strategic enterprise accounts**. In addition, we plan to expand our reach internationally to what we believe are large, mostly untapped, markets for our company, while leveraging our sector specialization globally.

Enhance Leverage our strategic partner ecosystem. We intend **to continue** to invest in our strategic partner ecosystem, with a particular emphasis on **building** cloud-focused, **loyal and comprehensive** partnerships with **GSIs global system integrators ("GSIs")** and hyperscaler cloud providers. These strategic partners continually work with their customers to help them digitally transform their businesses and reduce cloud complexity. By working more closely with strategic partners, our objective is to participate in digital transformation projects earlier in the purchasing cycle and enable customers to establish more resilient cloud deployments from the start.

Research and Development

We have a strong research and development ("R&D") organization that is responsible for designing, developing, testing, and operating all aspects of our offerings, including addressing new use cases, adding new innovative capabilities, extending the scale and scope of our technology, and embracing modern cloud and AI technologies while maintaining high quality.

We utilize an agile development process with 100% test automation to deliver **approximately 25** major software releases **per throughout the** year and hundreds of minor releases, fixes and updates. We believe the **full-stack full stack** monitoring required by dynamic multicloud environments requires a highly efficient and agile process to enable high-performing software across the diverse, dynamic cloud ecosystems of our customers.

Sales and Marketing

We take Dynatrace® to market through a combination of our global direct sales team and a network of partners, including **global system integrators ("GSIs"), GSIs, cloud providers, resellers, and technology alliance partners**. We target the largest 15,000 global enterprise accounts, which generally have annual revenues in excess of \$1 billion, which we believe see more value from our integrated full-stack platform.

Our sales and marketing organizations seek to promote the Dynatrace® brand, our platform capabilities, and develop partnerships to drive revenue growth. We utilize a variety of go-to-market strategies, including search-engine optimization, online advertising, free software trials, events, online webinars, and broad content marketing strategies. We nurture our existing customer base through ongoing education, and training, including **upsell and cross-sell expansion** opportunities. We do this primarily through our digital online channels, such as the Dynatrace **News** blog, Dynatrace Community, and Dynatrace University, as well as our customer event series 'Perform' and **'Innovate': Innovate.**

Partners

We develop and maintain partnerships that help us market and deliver our offerings to our customers around the world. Our goal is to bring together industry experts and hands-on practitioners to create a world-class partner network. **In addition, Through this intersection of industry and technology, our partner network extends the sales reach of the Dynatrace® platform providing go-to-market team, while bringing enhanced value to our customers. This ecosystem contributes in all phases of our go-to-market approach: new sales opportunities, renewals adoption, expansion through the identification of existing subscriptions, as well as upsell new use cases, integration into other market leading independent software vendors, and cross-sell opportunities, connecting us into other companies' business transformation initiatives.**

Our partner network includes:

- **Global system integrators.** We work closely with **10 a number of** strategic GSIs, including **Accenture, Deloitte, DXC, and DXC, Kyndryl,** to help customers digitally transform their businesses and reduce cloud complexity. We continue to see a robust technical readiness investment from our key strategic GSIs resulting in hundreds of individuals trained or certified on the Dynatrace platform. In addition, we continue to foster relationships with a network of regional systems integrators that help joint customers integrate our offerings into their multicloud ecosystems. These partners extend our scale and reach and collaborate with our direct sales teams, bringing domain expertise in technologies and industries along with additional offerings powered by **Dynatrace®, Dynatrace.**
- **Cloud providers.** We work with the major cloud providers to increase awareness of our offerings and make it easy for customers to access our software. Our software is developed to run in and integrate with leading cloud providers, such as AWS, Azure, and GCP. Our customers are also able to procure our software through leading marketplaces, such as AWS, Azure, SAP, and Google.

- **Resellers.** Our resellers market and sell our offerings throughout the world and provide a go-to-market channel in countries and regions where we do not have a direct presence, such as in Africa, Japan, the Middle East, and South Korea.
- **Technology alliance partners.** We partner with leading innovative technology organizations such as Atlassian, Red Hat, ServiceNow, Snyk, and VMware to develop integrations, best practices, and extended capabilities that help our customers and solution partners achieve faster time to market and enhanced value in dynamic multicloud environments.

Professional Services

Our Dynatrace Services Organization empowers our customers to innovate, automate, and transform the way they work with the Dynatrace platform. Our expertise and cloud modernization practices cover cloud ecosystem integration, automated incident management and problem resolution, DevOps CI/CD integration, user experience, business intelligence insights, digital business analytics, and more.

Dynatrace University is our global online, self-service education program that provides several learning options for customers and partners to develop their skills around monitoring, managing, integrating, and analyzing multicloud environments and application workloads with Dynatrace.

Customer Support

Dynatrace ONE is our innovative onboarding and support service that is focused on simplifying and streamlining the experience that our customers have with the company and our offerings. Dynatrace ONE uses customer experience. We use in-product chat as the primary vehicle for customer interaction to drive adoption and growth, as well as to handle issues and user questions. We maintain a SaaS-like connection to tenants and clusters, both in the cloud and managed on customer provisioned infrastructure, using our "Mission Control" system, which allows us to streamline communication and accelerate resolution of issues. Dynatrace ONE is provided to all Dynatrace customers and infrastructure. Our customer support also includes automatic product updates and upgrades, online access to documentation, a knowledge base, and discussion forums as well as access to Dynatrace University.

Dynatrace ONE Premium is We also offer an extra level of success and support services for customers who want to accelerate their adoption of our platform, increase their access to support globally 24/7, and extend their hours of expert coverage. Dynatrace ONE Premium offers dedicated expertise for customers with designated Product Specialists and Customer Success Managers familiar with the customer's environment, goals, and challenges to provide a customized plan.

Intellectual Property

Dynatrace relies We rely on a combination of patent, copyright, trademark, trade dress, and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish and protect our proprietary rights. As of March 31, 2023 March 31, 2024, we had 115 128 issued patents, 80 86 of which are in the United States, U.S. patents, and 42 63 pending applications, of which 25 40 are in the United States, U.S. applications. Our issued patents expire at various dates through July 2041. November 2042.

We have registered "Dynatrace" and the "Dynatrace" logo as trademarks in the United States and other jurisdictions for our name and our product as well as certain other words and phrases that we use in our business, including "One Agent", "PurePath", "SmartScope", "OneAgent," "PurePath," "Smartscape," and "Davis". We have registered numerous Internet domain names related to our business. We also license software from third parties for integration into our applications and utilize open-source software.

We enter into agreements with our employees, contractors, customers, partners, and other parties with which we do business to limit access to and disclosure of our confidential and proprietary information. See the "Risk Factors" section of this Annual Report for a discussion of risks related to our intellectual property.

Competition

The market for observability, analytics, and application security is evolving, complex, and defined by rapidly changing technology and customer needs. As we have expanded our platform capabilities, we increasingly compete with a wider range of vendors. We expect competition to continually evolve as enterprises shift to dynamic multicloud environments and as more mature vendors look to provide a holistic approach in areas of the market that we serve.

The principal competitive factors in our markets are:

- AI capabilities;
- automation;
- product features, functionality, and reliability;
- ease and cost of deployment, use, and maintenance;
- deployment options and flexibility;
- customer, technology, and platform support;
- ability to easily integrate with customers' software application and IT infrastructure environments;
- the quality of data collection and correlation;
- interoperability and ease of integration; and
- brand recognition.

We compete either directly or indirectly with:

- APM vendors, such as Cisco and New Relic;
- with infrastructure monitoring vendors, such as BMC and Datadog;
- APM vendors, log management vendors, such as Splunk and Datadog;
- DEM digital experience monitoring ("DEM") vendors, such as Akamai and Catchpoint;
- security vendors, such as Palo Alto Networks and Splunk;
- open source and commercial open source vendors, such as Elastic and Grafana;
- point solutions from public cloud providers; providers, and
- IT operations management AIOps, and business intelligence providers with offerings that cover some portion of the capabilities that we provide. Our principal competitors include Cisco (which now includes AppDynamics and Splunk), Datadog, and New Relic.

In addition to the above companies, we also face potential competition from vendors in adjacent markets that may offer capabilities that overlap with ours. We may also face competition from companies entering our market, including large technology companies that could expand their platforms or acquire one of our competitors. See the "Risk Factors" section of this Annual Report for a discussion of risks related to competition.

Environmental, Social and Governance ("ESG") Sustainability

Overview

We believe advancing and strengthening our ESG sustainability strategy are both paramount to our success and are our responsibility as a global company. We are applying the same ambition, precision, and accountability that drive us in our daily work to amplify our ESG endeavors. Our ESG strategy focuses on areas where we can make our business and the communities in which we operate more equitable and sustainable.

In 2022, we partnered with an external consulting firm to conduct We group our first ever materiality assessment (which is available on the Dynatrace website). This exercise enabled us to identify the ESG risks and opportunities of highest priority to both our business and our stakeholders. As part of this process, we gathered detailed feedback from a broad range of internal and external stakeholders, which has guided our ESG strategy.

We subsequently built on that foundation. Since our 2022 ESG materiality update, we gathered additional stakeholder feedback and recalibrated our ESG initiatives under the following material sustainability topics into three key pillars: sustaining our environment; people, culture and community; and governance and ethics. With these issues at the forefront, we have embedded our sustainability strategy in our business priorities, mission, purpose, vision, and values.

During our fiscal 2024, we issued our inaugural Global Impact Report, a copy of which is posted on our website at www.dynatrace.com/company/sustainability/. Among other things, our Global Impact Report included our baseline greenhouse gas emissions data and an expanded scope of diversity, equity, inclusion, and belonging ("DEIB") data for our fiscal 2023.

Over the last year, we continued to develop and implement programs that drive progress on our sustainability initiatives. Later this fiscal year, we plan to issue share our inaugural progress in a new Global Impact Report. The contents of our Global Impact Reports are not incorporated into this Annual Report will discuss our three key ESG pillars in more detail. For information about some and inclusion of our people, culture and community focuses, please see the "Human Capital Management" section below. website address above is an inactive textual reference only.

Human Capital Management

Our company's vitality comes from the talent, enthusiasm, and innovative spirit of our employees (who we call "Dynatrancers") across the more than 30 countries where we operate. We value the hard work of all of our employees, and we recognize Dynatrancers as pivotal to our success. We invest in our people and strive to leverage our skills and passion to support our communities. The personalities, expertise, and backgrounds of our global team are as diverse as the countries in which we work. These varying perspectives and the people behind them provide unique and invaluable talent that we are proud to have at our company. Together, we are able to create innovations that support our customers around the world.

In fiscal 2023, 2024, we strengthened and expanded our approach to human capital. capital development. We identified and implemented new and better ways to transform our people, culture, and community initiatives as Dynatrace expands has expanded its global footprint and continues continued to focus on long-term growth. We created more global common experiences for our employees and launched a new Culture Code that connects our mission, purpose, vision, and values with our core values and expected behaviors. Our Chief Executive Officer, Chief People Officer, and other leaders continued to discuss various human capital-related topics with our Board of Directors throughout the year.

For several years, third party organizations have recognized Dynatrace continues to be recognized as an employer of choice earning awards around the globe in the last two years. In 2022 and 2023, globe. During our fiscal 2024, Dynatrace won two several of Comparably's workplace awards - Best Company Outlook Global Culture, Best Leadership, Best Work-Life Balance, Best Engineering Teams, Best HR Teams, Best Product and Design Teams, Best Global Culture CEO, and Best CEOs for Diversity. In fiscal 2024, we also received a In 2022, we were also listed in Comparably's Best Places Great Place to Work certification in Boston 13 countries and named a Trend Top Employer in Austria, where we maintain a large R&D presence, other awards and recognitions.

As of March 31, 2023 March 31, 2024, we had approximately 4,180 4,700 employees, approximately 65% 33% of whom were located outside of in the United States, States, and approximately 26% of whom were located in Austria. None of our employees are represented by a labor union and union; some of our employees outside of the United States are

represented by a works council. We have not experienced any work stoppages due to labor disputes. We believe that our relations with our employees and works councils are strong.

As part of our human capital management strategy, we have prioritized a number of initiatives to provide all Dynatracer with an environment in which they can thrive. These initiatives include: (1) *strengthening our approach to diversity, equity, inclusion and belonging ("DEIB")* *DEIB in our employee base*; (2) *optimizing working to optimize the Dynatracer workplace experience*; and (3) *building out our learning and development program* to help provide each Dynatracer with tools and pathways to progress in their role. We also believe that our employees should have a strong *work/life balance, wellness programs*, be able to save for their future, and give back to the communities in which we work and live.

Strengthening our approach to DEIB - People, culture, and community initiatives focused on improving our DEIB efforts help us build a more inclusive and supportive culture. We believe these initiatives also help us invest in the development of our employees and are critical to our ability to continuously innovate as unique perspectives and individual life experiences can foster creativity and agility. At Dynatracer, we respect and value all of our diverse backgrounds, identities, and perspectives. DEIB Providing opportunities to qualified individuals is critical to our mission, and we are committed to maintaining a culture where every Dynatracer feels respected, safe, included, and valued. As of March 31, 2023, women represented 25% of Integral to our global DEIB program are our six employee population resource groups or "Dynaspaces." These groups enable employees with shared values, experiences, or identities to collectively raise key topics and 26% of priorities to our U.S. employees were from diverse racial management team, build community, and ethnic backgrounds, provide mentorship.

Optimizing the Dynatracer workplace experience - In fiscal 2023, 2024, we conducted a continued conducting detailed discovery initiative initiatives to better understand the global employee experience. We held in-person Among other things, we completed our first global employee engagement survey to measure and virtual focus groups assess employment sentiment and conducted a broad employee survey. We also interviewed the executive team engagement and a broader group of our extended management team, provide us with data to share with leaders at functional and departmental levels. The findings from these assessments this survey and our other initiatives have highlighted a number of strengths and also have provided focus areas for future refinements. We designed a The Dynatracer Work Model, (which which has hybrid and remote options) to support options, supports increased connection and collaboration, driving cultural vibrancy and supporting innovation, all while enabling a flexible work approach. We encourage Dynatracer continually evaluate this model to find the solutions that work best for them and their team, balance these objectives.

Building out our learning and development program - At Dynatracer, we embrace a culture of continuous learning. We offer employees a comprehensive, global, and scalable learning solution that includes access to thousands of online courses for every role and level. Employees can also use Dynatracer University to develop skills to monitor, manage, and analyze Dynatracer customer environments. We require Dynatracer to complete a set of mandatory training courses each year. We also reimburse employees for certain educational expenses, including tuition, conferences, training, and books.

Wellness - We value the health and well-being of our employees. As part of our focus in this area, beyond the Dynatracer Work Model (discussed above), we provide employees with quarterly, company-designated Wellness Days wellness days to disconnect from work and recharge. Our mental health resources include access to an employee assistance program ("EAP"), and we also provide employees with financial wellness tools.

Saving for the future: compensation and benefits - Our compensation program is designed to attract, reward, and retain talented individuals who possess the skills necessary to support our business, contribute to our strategic goals, and create long-term value for our stockholders. We provide employees with industry-competitive compensation and benefits, which are designed to be competitive for our industry, including retirement savings programs, the opportunity to invest in Dynatracer at a discount through our Employee Stock Purchase Plan ("ESPP"), and medical, dental, vision, and life and disability plans. Our benefits vary around the world due to local country regulations and cultural preferences.

Community service and volunteering - We take pride in giving back to the communities in which we work Community service and live. We are eager volunteering allow us to share our skills, passion, and resources to help benefit others, whether they are underprivileged members of society or underrepresented communities in the technology space.

Through our volunteer program, Dynatracer can engage in paid time off to volunteer with charitable organizations that about which they are passionate about, passionate.

Corporate Information

Our principal executive offices are located at 1601 Trapelo Road, Suite 116, Waltham, Massachusetts 02451 and our telephone number is (781) 530-1000. Our website is www.dynatracer.com and our Investor Relations website is <https://ir.dynatracer.com>. Information contained on, or that can be accessed through, our websites are is not incorporated by reference into this Annual Report and should not be considered to be part of this Annual Report, and inclusions of our website addresses in this Annual Report are inactive textual references only.

The Dynatracer design logo and our other registered or common law trademarks, service marks or trade names appearing in this Annual Report are the property of Dynatracer LLC. This Annual Report includes our trademarks and trade names, including, without limitation, Dynatracer®, OneAgent®, SmartScape Smartscape®, PurePath®, Davis® and Grail™ which are our property and are protected under applicable intellectual property laws. Other trademarks and trade names referred to in this Annual Report are the property of their respective owners.

Available Information

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, including amendments and exhibits to these reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are available free of charge on the Investor Relations section of our

website at <https://ir.dynatrace.com> as soon as reasonably practicable after we file or furnish such material with the Securities and Exchange Commission ("SEC"). The SEC maintains a website at www.sec.gov that contains our SEC filings and other information regarding us and other companies that file materials with the SEC electronically.

Investors and others should note that we announce material financial information to our investors using our Investor Relations website, press releases, SEC filings and public conference calls and webcasts. We also use these channels to disclose information about the company, our planned financial and other announcements, attendance at upcoming investor and industry conferences, and for complying with our disclosure obligations under Regulation FD. The information we post through these channels may be deemed material. Accordingly, we encourage investors to review the information we make available through these channels.

ITEM 1A. RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this Annual Report on Form 10-K, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our condensed consolidated financial statements and related notes, before making a decision to invest in our common stock. The risks and uncertainties described below may not be the only ones we face. If any of the risks actually occur, our business, operating results, financial condition and prospects could be materially and adversely affected. In that event, the market price of our common stock could decline, and you could lose all or part of your investment.

Risks Related to Our Business and Industry

We have experienced rapid revenue growth in recent periods, which may not be indicative of our future growth.

We have experienced rapid revenue growth in recent periods. Our annual revenue grew 23%, 25%, 32% and 29%32% in the years ended March 31, 2023 March 31, 2024, 2023, and 2022, and 2021, respectively, respectively, compared to the prior year. This revenue growth may not be indicative of our future revenue growth, and we may not be able to sustain revenue growth consistent with recent history, or at all. We believe our ability to continue to increase our revenue depends on several factors, including, but not limited to:

- our ability to attract new customers and retain and increase sales to existing customers;
- our ability to continue to expand customer adoption and usage of our Dynatrace® platform;
- our ability to develop our existing platform, introduce new solutions, and enhance and improve existing solutions on our platform;
- continued growth of cloud-based services and solutions;
- our ability to continue to develop offerings and solutions that our customers prefer over those of our competitors;
- our ability to hire and retain sufficient numbers of sales and marketing, R&D, research and development, and general and administrative personnel; and
- our ability to expand into new geographies and markets, including the business intelligence, data analytics, and application security markets, and expand our global operations.

If we are unable to achieve any of these, our revenue growth could be adversely affected.

Our quarterly and annual operating results may be adversely affected due to a variety of factors, which could make our future results difficult to predict.

Our annual and quarterly revenue and operating results have fluctuated significantly in the past and may vary significantly in the future due to a variety of factors, many of which are outside of our control. Our financial results in any one quarter may not be meaningful and should not be relied upon as indicative of future performance. If our revenues, earnings, or operating results fall below the expectations of investors or securities analysts in a particular quarter, or below any guidance that we may provide, the price of our common stock could decline. We may not be able to accurately predict our future billings, revenues, earnings, or operating results. Some of the important factors that may cause our operating results to fluctuate from quarter to quarter or year to year include:

- fluctuations in the demand for our solutions, the timing of purchases by our customers, and the length of the sales cycles, particularly for larger purchases;
- fluctuations in the rate of utilization by customers of the cloud to manage their business needs, or a slowdown in the migration of enterprise systems to the cloud;
- the impact of recessionary pressures or uncertainties in the global economy, or in the economies of the countries in which we operate, on our customers' purchasing decisions and the length of our sales cycles;
- our ability to attract new customers and retain existing customers;
- our ability to expand into new geographies and markets, including the business intelligence, data analytics, and application security markets;
- the budgeting cycles and internal purchasing priorities of our customers;
- changes in go-to-market strategy, customer renewal rates, churn, and our ability to cross-sell additional solutions to our existing customers and our ability to up-sell additional quantities of previously purchased offerings to existing customers;
- the seasonal buying patterns of our customers;
- the payment terms and contract term length associated with our product sales and their effect on our billings and free cash flow;
- changes in customer requirements or market needs;
- the emergence of significant privacy, data protection, systems and application security or other threats, regulations, or requirements applicable to the use of enterprise systems or cloud-based systems that we are not prepared to meet or that require additional investment by us;

- changes in the demand and growth rate of the **market markets** for observability, application security, **analytics**, and **analytics AI-enabled** solutions;
- our ability to anticipate or respond to changes in the competitive landscape, or improvements in the functionality of competing solutions that reduce or eliminate one or more of our competitive advantages;
- our ability to timely develop, introduce and gain market acceptance for new solutions and product enhancements;
- our ability to adapt and update our offerings and solutions on an ongoing and timely basis in order to maintain compatibility and efficacy with the frequently changing and expanding variety of software and systems that our offerings are designed to monitor;
- our ability to maintain and expand our relationships with strategic technology partners who own, operate, and offer the major platforms on which applications operate, with which we must interoperate and remain compatible, and from which we must obtain certifications and endorsements in order to maintain credibility and momentum in the market;
- our ability to control costs, including our operating expenses;
- our ability to efficiently complete and integrate any acquisitions or business combinations that we may undertake in the future;
- general economic, industry, and market conditions, both domestically and in our foreign markets, including regional or geopolitical conflicts or other disruptions to commerce;
- the emergence of new technologies or trends in the marketplace, or a change in the trends that are important to our strategy and the value of our platform in the marketplace;
- foreign currency exchange rate fluctuations;
- the timing of revenue recognition for our customer transactions, and the effect of the mix of subscriptions and services on the timing of revenue recognition;
- extraordinary expenses, such as litigation or other dispute-related settlement payments; and
- future accounting pronouncements or changes in our accounting policies.

Any one of the factors referred to above or the cumulative effect of some of the factors referred to above may result in our operating results being below our expectations and the expectations of securities analysts and investors and any guidance that we may provide or may result in significant fluctuations in our quarterly and annual operating results, including fluctuations in our key performance indicators. This variability and unpredictability could result in our failure to meet our business plan or the expectations of securities analysts or investors for any period. In addition, a significant percentage of our operating expenses are fixed in nature in the short term and based on forecasted revenue trends. Accordingly, in the event of revenue shortfalls, we are generally unable to mitigate the negative impact on margins in the short term.

Market adoption of the solutions that we offer is relatively new and may not grow as we expect, which may harm our business and prospects.

The utilization of solutions that we offer on the Dynatrace® platform is relatively new. We believe our future success will depend in large part on the growth, if any, in the demand for observability and security solutions that utilize analytics and automation at their core, particularly the demand for enterprise-wide solutions and our ability to provide solutions that meet such ever-evolving needs. We currently target the markets for **infrastructure** observability, **APM**, application **observability**, security **infrastructure monitoring**, **log management and protection**, **security analytics**, **DEM**, digital **experience**, business analytics, and automation. It is difficult to predict customer demand, adoption, churn, and renewal rates for our new and existing solutions, the rate at which existing customers expand their usage of our solutions, and the size and growth rate of the market for our solutions. Expansion in our addressable market depends on a number of factors, including the continued and growing reliance of enterprises on software applications to manage and drive critical business functions and customer interactions, increased use of microservices and containers, as well as the continued proliferation of mobile applications, large data sets, cloud computing, and the Internet of Things. If our solutions do not achieve widespread adoption, we are not able to develop new solutions that meet customer needs, or there is a reduction in demand for observability and security solutions generally, it could result in reduced customer purchases, reduced renewal rates, and decreased revenue, any of which will adversely affect our business, operating results, and financial condition.

Our business is dependent on overall demand for observability and security solutions and therefore reduced spending on those solutions or overall adverse economic conditions may negatively affect our business, operating results, and financial condition.

Our business depends on the overall demand for observability and security solutions, particularly demand from mid- to large-sized accounts worldwide, and the purchase of our solutions by such organizations is often discretionary. **In recent months, During our fiscal 2024, we have observed continued global economic uncertainty in the United States and abroad and at times as well as** lengthening sales cycles. In an economic downturn or during periods of economic or political instability, we believe that our customers or prospects may reduce their operating or IT budgets, which could cause them to defer or forego purchases of observability and security solutions, including ours. Customers may delay or cancel IT projects or seek to lower their costs by renegotiating vendor contracts or renewals. To the extent purchases of observability and security solutions are perceived by existing customers and potential customers to be discretionary, our revenue may be disproportionately affected by delays or reductions in general IT spending. Weak or turbulent global economic conditions or a reduction in observability and security spending, even if general economic conditions remain unaffected, could adversely impact our business, operating results and financial condition in a number of ways, including longer sales cycles, lower prices for our solutions, reduced subscription renewals, and lower revenue. **Moreover, any potential U.S. federal government shutdown resulting from budgetary decisions, a prolonged continuing resolution, breach of the federal debt ceiling, a potential U.S. sovereign default, and uncertainty surrounding the 2024 U.S. Presidential election may increase uncertainty and volatility in the global economy and financial markets.** In addition, any negative economic effects or instability resulting from changes in the political environment and international relations in the United States or other key markets as well as resulting regulatory or tax policy changes may adversely affect our business and financial results.

As the market for observability and security solutions is **relatively** new and continues to develop, trends in spending remain unpredictable and subject to reductions due to the changing technology environment and customer needs as well as uncertainties about the future.

If we fail to innovate and do not continue to develop and effectively market solutions that anticipate and respond to the needs of our customers, our business, operating results, and financial condition may suffer.

The markets for observability and security solutions are characterized by constant change and innovation, and we expect them to continue to rapidly evolve. Moreover, many of our customers operate in industries characterized by changing technologies and business models, which require them to develop and manage increasingly complex software application and IT infrastructure environments. Our future success, if any, will be based on our ability to consistently provide our customers with **a unified, an end-to-end, near** real-time view into the performance of their software applications and IT infrastructure, provide notification and prioritization of degradations and failures, perform root cause analysis of performance issues, and analyze the quality of their end users' experiences and the resulting impact on their businesses and brands. If we do not respond to the rapidly changing needs of our customers by developing and making available new solutions and solution enhancements that can address evolving customer needs on a timely basis, our competitive position and business prospects will be harmed, and our revenue growth and margins could decline.

In addition, the process of developing new technology is complex and uncertain, and if we fail to accurately predict customers' changing needs and emerging technological trends, our business could be harmed. We believe that we must continue to dedicate significant resources to our research and development efforts, including significant resources to developing new solutions and solution enhancements before knowing whether the market will accept them. For example, we have made significant investments in our new application security offering and in developing our Grail™ core technology, AutomationEngine, and AppEngine. **In July 2023, we announced that we are expanding our Davis® AI engine to create the observability and security industry's first hypermodal AI, converging fact-based, predictive, and causal AI insights with new generative AI capabilities.**

Our new solutions and solution enhancements could fail to attain sufficient market acceptance for many reasons, including:

- delays in developing and releasing new solutions or enhancements to the market;
- delays or failures to provide updates to customers to maintain compatibility between Dynatrace® and the various applications and platforms being used in the customers' applications and multicloud environments;
- failures to accurately predict market or customer demands, priorities, and practices, including other technologies utilized by customers in their environments and partners that they prefer to work with;
- the introduction or anticipated introduction of competing products by existing and emerging competitors;
- **flaws in our go-to-market strategy, as well as** the inability of our sales and marketing teams or those of our partners to sell solutions for new markets and product categories;
- defects, errors, or failures in the design or performance of our new solutions or solution enhancements;
- negative publicity about the performance or effectiveness of our solutions; and
- the perceived value of our solutions or enhancements relative to their cost.

In addition to developing new solutions or enhancements using internal resources, we may acquire technologies from a third party, or acquire another company. Any acquisition of this type could be unsuccessful for a variety of reasons, require significant management attention, disrupt our business, dilute stockholder value, and adversely affect our results of operations. For a description of some of the risks related to potential acquisitions, please see the risk below entitled *"We may acquire other businesses, products, or technologies in the future which could require significant management attention, disrupt our business or result in operating difficulties, dilute stockholder value, and adversely affect our results of operations."*

To the extent **that** we are not able to continue to execute on our business model to timely and effectively develop or acquire and market applications to address these challenges and attain market acceptance, our business, operating results, and financial condition will be adversely affected.

Further, we may make changes to our solutions that our customers do not value or find useful. We may also discontinue certain features, begin to charge for certain features that are currently free, or increase fees for any of our features or usage of our solutions. If our new solutions, enhancements, or pricing strategies do not achieve adequate acceptance in the market, our competitive position will be impaired, our revenue may decline or grow more slowly than expected and the negative impact on our operating results may be particularly acute, and we may not receive a return on our investment in the upfront research and development, sales and marketing, and other expenses that we incur in connection with new solutions or solution enhancements.

If our platform and solutions do not effectively interoperate with our customers' existing or future IT infrastructures, installations of our solutions could be delayed or canceled, which would harm our business.

Our success depends on the interoperability of our platform and solutions with third-party operating systems, applications, cloud **platform, platforms**, data, and devices that we have not developed and do not control. Any third-party changes that degrade the functionality of our platform or solutions or give preferential treatment to competitive software could adversely affect the adoption and usage of our platform. We may not be successful in adapting our platform or solutions to operate effectively with these systems, applications, cloud platforms, data, or devices. If it is difficult for our customers to access and use our platform or solutions, or if our platform or solutions cannot connect a broadening range of **systems**, applications, **cloud platforms**, data, and devices, then our customer growth and retention may be harmed, and our business and operating results could be adversely affected.

Multicloud deployments utilize multiple third-party platforms and technologies, and these technologies are updated to new versions at a rapid pace. As a result, we deliver frequent updates to our solutions designed to maintain compatibility and support for our customers' changing technology environments and ensure our solutions' ability to continue to monitor customers' applications. If our solutions fail to work with any one or more of these technologies or applications, or if our customers fail to install the most recent updates and versions of our solutions that we offer, our solutions will be unable to continuously monitor our customers' critical business applications.

Ensuring that our solutions are up-to-date and compatible with the technology and multicloud platforms utilized by our customers is critical to our success. We have formed alliances with many technology and cloud platform providers to provide updates to our solutions to maintain compatibility. We work with technology and cloud platform providers to understand and align updates to their product roadmaps and engage in early access and other programs to ensure compatibility of our solutions with the technology vendor's generally available release. If our relations with our technology partners degrades or ceases we may be unable to deliver these updates, or if our customers fail to install the most recent updates and versions of our solutions that we offer, then our customers' ability to benefit from our solution may decrease significantly and, in some instances, may require the customer to de-install our solution due to the incompatibility of our solution with the customer's applications.

If we are unable to acquire new customers or retain and expand our relationships with existing customers, our future revenues and operating results will be harmed.

To continue to grow our business, we need to attract new customers and increase deployment, usage, and consumption of our solutions by existing customers. Our success in attracting new customers and expanding our relationships with existing customers depends on numerous factors, including our ability to:

- offer a compelling, unified end-to-end observability and security platform, together with advanced AIOps, AI for IT operations that provides answers and intelligent automation from data at an enormous scale;
- design and execute our sales and marketing strategy;
- effectively identify, attract, onboard, train, develop, motivate, and retain new sales, marketing, professional services, and support personnel in the markets we pursue;
- develop or expand relationships with technology partners, systems integrators, resellers, online marketplaces, and other partners, including strategic alliances and cloud-focused partnerships with GSIs, including Accenture, Deloitte, DXC, and DXC, Kyndryl, and hyperscalers such as AWS, GCP, Azure, IBM Red Hat and others, some of which may also compete with us;
- expand into new geographies and markets, including the business intelligence and data analytics market;
- deploy our platform and solutions for new customers; and
- provide quality customer support and professional services.

Our customers have no obligation to renew their agreements, and our customers may decide not to renew these agreements with a similar contract period, at the same prices and terms or with the same or a greater number of licenses. Although our customer retention rate has historically been strong, some of our customers have elected not to renew their agreements with us, and it is difficult to accurately predict long-term customer retention, churn and expansion rates. Our customer retention and expansion rates may decline or fluctuate as a result of a number of factors, including our customers' satisfaction with our solutions platform, our customer support and professional services, changes to our go-to-market strategy, our prices and pricing plans, the competitiveness of other software products and services, reductions in our customers' spending levels, customer concerns about macroeconomic trends, user adoption of our solutions, deployment success, utilization rates by our customers, new product releases and changes to our product offerings. For example, we recently updated our go-to-market strategy, which resulted in more than 30% of our customer accounts transitioning to new sales representatives. It is difficult to predict whether these changes will achieve their desired effects and a negative impact on retention and other results is possible. If our customers do not renew their agreements, or renew on less favorable terms, our business, financial condition, and operating results may be adversely affected.

Our ability to increase sales to existing customers depends on several factors, including their experience with implementing and using our platform and the existing solutions they have implemented, their ability to integrate our solutions with existing technologies, and our pricing models, including our new DPS licensing model. A failure to increase sales to existing customers could adversely affect our business, operating results, and financial condition.

Failure to effectively expand our sales and marketing capabilities could harm our ability to execute on our business plan, increase our customer base, and achieve broader market acceptance of our applications.

Our ability to increase our customer base and achieve broader market acceptance of our solutions will depend to a significant extent on the ability of our sales and marketing organizations to work together to drive our sales pipeline and cultivate customer and partner relationships to drive revenue growth. We have invested in and plan to continue expanding our sales and marketing organizations, both in the United States and internationally. We also plan to dedicate significant resources to sales and marketing programs, including lead generation activities and brand awareness campaigns, such as our industry events, webinars, and user events with an increased investment in digital or online activities. If we are unable to effectively identify, hire, onboard, train, develop, motivate, and retain talented sales personnel or marketing personnel or if our new sales personnel or marketing personnel, or online investments are unable to achieve desired productivity levels in a reasonable period of time, or if we do not create an effective strategy for our personnel to execute, our ability to increase our customer base and achieve broader market acceptance of our offerings could be harmed.

We face significant competition, which may adversely affect our ability to add new customers, retain existing customers, and grow our business.

The markets in which we compete are highly competitive, fragmented, evolving, complex, and defined by rapidly changing technology (including, without limitation, new and evolving uses of AI) and customer demands, needs, and we expect competition to continue to increase in the future. A number of companies, some of which are larger and have more resources than we do, have developed or are developing products and services that currently, or in the future may, compete with some or all of our solutions. We have also been expanding the scope of our solutions to include new offerings and we increasingly compete with other companies in new and adjacent markets. Competition could result in increased pricing pressure, reduced profit margins, increased sales and marketing expenses and our failure to increase, or loss of, market share, any of which could adversely affect our business, operating results, and financial condition.

We compete either directly or indirectly with **APM infrastructure monitoring** vendors, **infrastructure monitoring APM** vendors, log management vendors, DEM vendors, security vendors, open source and commercial open source vendors, point solutions from public cloud providers, and IT operations management **AIOps** and business intelligence providers with offerings that cover some portion of the capabilities that we provide. Further, to the extent that one of our competitors establishes or strengthens a cooperative relationship with, or acquires one or more software **application performance monitoring, APM**, data analytics, compliance, or network visibility vendors, it could adversely affect our ability to compete. We may also face competition from companies entering our market, which has a relatively low barrier to entry in some segments, including large technology companies that could expand their platforms or acquire one of our competitors. **For example, Cisco acquired Splunk earlier this year.**

Many existing and potential competitors enjoy substantial competitive advantages, such as:

- greater brand recognition and longer operating histories;
- longer-term and more extensive relationships with existing and potential customers, and access to larger customer bases, which often provide incumbency advantages;
- broader global distribution and presence;
- larger sales and marketing budgets and resources;
- the ability to integrate or bundle competitive offerings with other products, offerings and services;
- lower labor and development costs;
- greater resources to make acquisitions;
- larger and more mature intellectual property portfolios; and
- substantially greater financial, technical, management and other resources.

Additionally, in certain circumstances, and particularly among large technology companies that have complex and large software application and IT infrastructure environments, customers may elect to build in-house solutions to address their observability and security needs. Any such in-house solutions could leverage open source software, and therefore be made generally available at little or no cost.

These competitive pressures in our markets or our failure to compete effectively may result in fewer customers, price reductions, fewer orders, reduced revenue and gross profit, and loss of market share. Any failure to meet and address these factors could materially and adversely affect our business, operating results, and financial condition.

If the prices we charge for our solutions and services are unacceptable to our customers, our operating results will be harmed.

As the market for our solutions matures, or as new or existing competitors introduce new products, offerings, or services that compete with ours, we may experience pricing pressure and be unable to renew our agreements with existing customers or attract new customers at prices that are consistent with our current pricing model and operating budget. If this were to occur, it is possible that we would have to change our pricing model or reduce our prices, which could harm our revenue, gross margin, and operating results. Pricing decisions may also impact the mix of adoption among our licensing and subscription models, and negatively impact our overall revenue. Moreover, large global accounts, which we expect will account for a large portion of our business in the future, may demand substantial price concessions. If we are, for any reason, required to reduce our prices, our revenue, gross margin, profitability, financial position, and cash flow may be adversely affected.

We expect our billings and revenue mix to vary over time, which could harm our gross margin, cash flows, and operating results.

Our billings and revenue mix may vary over time due to a number of factors, including the mix of subscriptions and services and the contract length of our customer agreements. Our gross margins, cash flows, and operating results could also be harmed by further changes in billings and revenue mix and costs, together with numerous other factors, including entry into new lower margin markets or growth in lower margin markets, entry into markets with different pricing and cost structures, pricing discounts, increased price competition, and in response to macroeconomic conditions. Any one of these factors or the cumulative effects of certain of these factors may result in significant fluctuations in our revenues, billings, gross margin, and operating results. This variability and unpredictability could result in our failure to meet internal expectations or those of securities analysts or investors for a particular period. If we fail to meet or exceed such expectations for these or any other reasons, the market price of our common stock could decline.

If we are unable to maintain successful relationships with our partners, or if our partners fail to perform, our ability to market, sell, and distribute our applications and services will be limited, and our business, operating results, and financial condition could be harmed.

In addition to our sales force, we rely on partners, including our strategic partners, to increase our sales and distribution of our software and services. We also have independent software vendor partners whose integrations may increase the breadth of the ecosystem in which our solutions can operate, and the size of the market that our solutions can address. We also have partnerships with GSIs, including **Accenture, Deloitte, DXC, and DXC, Kyndryl**, and hyperscalers such as AWS, GCP, **Azure, IBM Red Hat and others, Azure**, on which many of our customers depend, and through which our customers may be able to procure and deploy our solutions. We are dependent on these partner relationships to contribute to enabling our sales growth. We expect that our future growth will be increasingly dependent on the success of our partners and our partner relationships, and if those partnerships do not provide such benefits, our ability to grow our business will be harmed. If we are unable to scale our partner relationships effectively, or if our partners are unable to serve our customers effectively, we may need to expand our services organization, which could adversely affect our results of operations.

Our agreements with our partners are generally non-exclusive, meaning our partners may offer products from several different companies to their customers or have their products or technologies also interoperate with products and technologies of other companies, including products that compete with our offerings. Moreover, some of our partners also compete with us, and if our partners do not effectively market and sell our offerings, choose to use greater efforts to market and sell their own products or those of our competitors or fail to meet the needs of our customers, our ability to grow our business and sell our offerings will be harmed. Many of our customers are also customers of hyperscalers such as AWS, GCP, **Azure, or IBM Red Hat and Azure**. If our solutions fail to interoperate effectively with the hyperscalers' products, or if our partnerships with one or more of these hyperscalers **is are** not successful or **is are** terminated, our ability to sell additional products or offerings to these customers and our ability to grow our business will be harmed. Furthermore, our partners may cease marketing our offerings with limited or no notice and with little or no penalty, and new partners could require extensive training and may take several months or more to achieve productivity. The loss of a substantial number of our partners, our possible inability to replace them or our failure to recruit additional partners

could harm our results of operations. Our partner structure could also subject us to lawsuits or reputational harm if, for example, a partner misrepresents the functionality of our offerings to customers or violates applicable laws or our corporate policies.

We believe the Dynatrace® brand is integral to our future success and if we fail to cost-effectively maintain and enhance awareness of our brand, company, our business and competitive position may be harmed.

We believe that maintaining and enhancing the Dynatrace® brand and increasing market awareness of our company and our solutions are critical to achieving broad market acceptance knowledge of our existing and future solutions. Increasing awareness is important to attract and are important elements in attracting and retaining retain customers, partners, and employees, particularly as we continue to expand internationally and introduce new capabilities and enhancements. Enhancements and expand internationally. In addition, independent industry analysts, such as Gartner and Forrester, often provide reviews of our solutions, as well as those of our competitors, and perception of our solutions in the marketplace may be significantly influenced by these reviews. We have no control over what these or other industry analysts report, and because industry analysts may influence current and potential customers, our brand could be harmed if they do not provide a positive review of our solutions or view us as a market leader.

The successful promotion of the Dynatrace® brand and the market's awareness of our solutions and platform will depend largely upon our ability to continue to offer and market enterprise-grade observability and security solutions, share our ability to be thought leaders in application intelligence, our marketing efforts, leadership, and our ability continue to successfully differentiate our solutions from those of our competitors. We have invested, and expect to continue to invest, substantial resources to promote and maintain our brand and generate sales leads, both in the United States and internationally, but there is no guarantee that our brand development awareness strategies will enhance the recognition of our brand or lead to increased sales. If our efforts to promote and maintain our brand are not cost effective or successful, our operating results and our ability to attract and retain customers, partners and employees may be adversely affected. In addition, even if our brand recognition and customer loyalty increase, this may not result in increased sales of our solutions or higher revenue.

Our sales cycles can be long, unpredictable and vary seasonally, which can cause significant variation in the number and size of transactions that close in a particular quarter.

Many of our customers are large enterprises, whose purchasing decisions, budget cycles and constraints, and evaluation processes are unpredictable and out of our control. During recessionary times, or when there is volatility or uncertainty in the global economy or in the economies of the countries in which we operate, our sales cycles may be elongated and our customers' purchasing decisions may be delayed or cancelled. In addition, we are experiencing, and we may continue to experience, an increase in the number of large,

strategic deals where customers are looking to make broader observability architecture decisions. These deals come with a higher degree of variability, longer sales cycles, greater uncertainty of completing the sale, and specially negotiated terms. The length of our sales cycle, from initial evaluation to payment for our subscriptions, can range from several months to over a year and can vary substantially from customer to customer. Our sales efforts involve significant investment of resources in field sales, partner development, marketing, and educating our customers about the use, technical capabilities, and benefits of our platform and services. Customers often undertake a prolonged evaluation process, which frequently involves not only our platform, but also those of other companies or the consideration of internally developed alternatives, including those using open source software. Some of our customers initially deploy our platform on a limited basis, with no guarantee that they will deploy our platform widely enough across their organization to justify our substantial pre-sales investment. As a result, it is difficult to predict exactly when, or even if, we will make a sale to a potential customer or if we can increase sales to our existing customers.

We have experienced seasonal and end-of-quarter concentration of our transactions and variations in the number and size of transactions that close in a particular quarter, which impacts our ability to grow revenue over the long term and plan and manage cash flows and other aspects of our business and cost structure. Our transactions vary by quarter, with the third and fourth fiscal quarter quarters typically being our largest. In addition, within each quarter, a significant portion of our transactions occur in the last two weeks of that quarter. Large individual sales may also occur in quarters subsequent to those we anticipate, which may make it difficult to forecast our expected sales cycle. If expectations for our business turn out to be inaccurate, our revenue growth may be adversely affected over time and we may not be able to adjust our cost structure on a timely basis and our cash flows and results of operations may suffer.

Any failure to offer high-quality customer support and professional services may adversely affect our relationships with our customers and our financial results.

We typically bundle customer support with arrangements for our solutions and offer professional services for implementation and training. In deploying and using our platform and solutions, our customers may require the assistance of our services teams to resolve complex technical and operational issues. Increased customer demand for support, without corresponding revenue, could increase costs and adversely affect our operating results. We may also be unable to respond quickly enough to accommodate short-term increases in customer demand for support. If we fail to meet our service level commitments, which relate to uptime or response times, or if we suffer extended periods of unavailability for our solutions, we may be contractually obligated to provide these customers with service credits or we could face contract terminations and be required to provide refunds of prepaid unused fees. Our sales are highly dependent on our reputation and on positive recommendations from our existing customers. Any failure to maintain high-quality customer support and professional services, or a market perception that we do not maintain high-quality product support or services, could adversely affect our reputation, and our ability to sell our solutions to existing and new customers.

Our ability to succeed depends on the experience and expertise of our senior management team. If we are unable to attract, retain, and motivate our leadership team, our business, operating results, and prospects may be harmed.

Our ability to succeed depends in significant part on the experience and expertise of our senior management team. From time to time, there may be changes in our senior management team resulting from the hiring or departure of executives. In the our last two fiscal years, we hired a new Chief Executive Financial Officer, Chief Financial Revenue

Officer, **General Counsel**, **Chief Marketing Officer**, **Chief Legal Officer**, **Chief People Officer**, and Chief **People Accounting** Officer, among other leadership changes.

All members of our senior management team are employed on an at-will basis, which means that they are not contractually obligated to remain employed with us and could terminate their employment with us at any time (subject to any applicable notice periods). Accordingly, and despite our efforts to retain our senior management team, they could terminate their employment with us at any time, which could disrupt our operations and negatively impact employee morale and our culture. After their termination, such person could go to work for one of our competitors after the expiration of any applicable non-compete period, and the restrictions on non-competition may in any case be difficult to enforce depending on the circumstances. The loss of members of our senior management team, particularly if closely grouped, could disrupt our operations, negatively impact employee morale and our culture, and adversely affect our ability to formulate and execute our business plan and thus, our business, operating results, and prospects could be adversely affected. If we fail to develop effective succession plans for our senior management team, and to identify, recruit, onboard, train and integrate strategic hires, our business, operating results, and financial condition could be adversely affected.

We rely on highly skilled personnel and if we are unable to attract, retain, or motivate substantial numbers of qualified personnel or expand and train our sales force, personnel, we may not be able to grow effectively.

Our success largely depends on the talents and efforts of key technical, sales, and marketing employees and our future success depends on our continuing ability to efficiently and effectively identify, hire, onboard, train, develop, motivate, and retain highly skilled personnel for all areas of our organization. Competition in our industry is intense, and often leads to significant increased compensation and other personnel costs. In addition, competition for employees with experience in our industry can be intense, particularly in Europe, where our **R&D research and development** operations are concentrated and where other technology companies compete for management and engineering talent. Our continued ability to compete and grow effectively depends on our ability to attract substantial numbers of qualified new employees and to retain and motivate our existing employees.

Any failure to offer high-quality customer support and professional services may adversely affect our relationships with our customers and our financial results.

We typically bundle customer support with arrangements for our solutions and offer professional services for implementation and training. In deploying and using our platform and solutions, our customers may require the assistance of our services teams to resolve complex technical and operational issues. Increased customer demand for support, without corresponding revenue, could increase costs and adversely affect our operating results. We may also be unable to respond quickly enough to accommodate short-term increases in customer demand for support. If we fail to meet our service level commitments, which relate to uptime or response times, or if we suffer extended periods of unavailability for our solutions, we may be contractually obligated to provide these customers with service credits or we could face contract terminations and be required to provide refunds of prepaid unused fees. Our sales are highly dependent on our reputation and on positive recommendations from our existing customers. Any failure to maintain high-quality customer support and professional services, or a market perception that we do not maintain high-quality product support or services,

could adversely affect our reputation, and our ability to sell our solutions to existing and new customers.

We believe that our corporate culture has contributed to our success, and if we cannot successfully maintain our culture as we grow, we could lose the innovation, creativity, and teamwork fostered by our culture.

We believe that a critical component to our success has been a focus on maintaining an entrepreneurial and innovative corporate culture. We believe our culture has contributed significantly to our abilities to innovate and develop new technologies and attract and retain employees. We have spent substantial time and resources in building our team while maintaining this corporate culture. Over our last two fiscal years, our total employee headcount as of March 31, 2024 increased approximately 51% 32% compared to our total headcount as of March 31, 2022 and we also expanded our international employee presence. The rapid influx addition of large numbers of people new employees from different business backgrounds in different geographic locations, and the significant number of employees who work either on a hybrid or remote basis may make it difficult for us to maintain our corporate culture. If our culture is negatively affected, our ability to support our growth and innovation may diminish.

Our credit facility contains restrictions that impact our business and expose us to risks that could adversely affect our liquidity and financial condition.

In December 2022, we entered into a senior secured revolving credit facility in the aggregate amount of \$400.0 million. As of March 31, 2023 March 31, 2024, we we had \$384.5 million \$399.2 million available under the credit facility with \$15.5 million \$0.8 million of letters of credit outstanding. The actual amounts of our debt servicing payments vary based on the amounts of indebtedness outstanding, the applicable interest accrual periods, and the applicable interest rates and fee margins, which vary based on prescribed formulas. The credit facility contains various customary covenants (including a financial covenant requiring compliance with a maximum leverage ratio) that are operative so long as our Credit Facility credit facility remains outstanding.

If we are unable to generate sufficient cash flow or otherwise to obtain the funds necessary to make required payments under our credit facility, or if we fail to comply with the various covenants and other requirements of our set forth in the credit facility, we could default under our credit facility. Our credit facility also contains provisions that trigger repayment obligations or an event of default upon a change of control, as well as various representations and warranties which, if breached, could lead to an event of default. Any such default that is not cured or waived could result in an acceleration of indebtedness then outstanding under our credit facility, an increase in the applicable interest rates under our credit facility, and a requirement that our subsidiaries that have guaranteed our credit facility pay the obligations in full, and would permit the lenders to exercise remedies with respect to all of the collateral that is securing our credit facility, including substantially all of our and the subsidiary guarantors' assets. We cannot be certain that our future operating results will be sufficient to ensure compliance with the covenants in our Credit Facility credit facility or to remedy any defaults under our Credit Facility credit facility. In the event of any default and related acceleration, we may not have or be able to obtain sufficient funds to make any accelerated payments. Any such default could have a material adverse effect on our liquidity, financial condition, and results of operations.

Risks Related to Information Technology, Intellectual Property, and Data Security and Privacy

Security breaches, computer malware, computer hacking attacks, and other security incidents or compromises could harm our business, reputation, brand, and operating results.

We have in the past been, and may in the future be, the target and victim of cybersecurity attacks, including email phishing and other types of attacks. In general, security incidents, breaches, and compromises have increased in sophistication and have become more prevalent across industries and may occur on our systems, or systems; on the systems of third

parties that we use to host our solutions or SaaS solutions that we use in the operation of our business, business; on the systems or libraries of third parties that we use to develop our products; or on those third party hosting platforms on which our customers' host their systems. These security incidents or compromises may be caused by, or result in, but are not limited to, security breaches, computer malware or malicious software, ransomware, phishing attacks, computer hacking, denial of service attacks, security system control failures in our own systems or from vendors that we or our customers use, software vulnerabilities, social engineering, sabotage, malicious downloads, and the errors or malfeasance of our own or our customers' or vendors' employees. Although we have taken significant measures to detect, effectively remediate, and prevent future phishing and other attacks and security threats, we cannot be certain that our efforts will be effective to prevent and remediate all attacks and security threats. As a result, unauthorized access to, security breaches, incidents, or compromises of, or denial-of-service attacks against our platform could result in the unauthorized access to, or use of, and/or loss of, such data, as well as loss of intellectual property, customer data, employee data, trade secrets, or other confidential or proprietary information. In particular, because we utilize a multi-tenant platform, any security breach, incident, or compromise could potentially affect a significant amount of our customers.

The consequences of a security breach, incident, or compromise may be more severe if customers have chosen to configure our platform to collect and store confidential, personal, sensitive, or proprietary information. Our customers determine, through their configuration, the nature of the customer data processed by Dynatrace, and accordingly the content of the notices that they provide to data subjects as well as the consents that they obtain, if they do in fact, obtain consent. As such, our risks are also affected by how our customers obtain consent or provide transparency to the individuals whose data is provided by the customer to Dynatrace. If our customers fail to comply with applicable law or fail to provide adequate notice or to obtain consent, we could be exposed to a risk of loss, litigation, or regulatory action, and possible liability, some or all of which may not be covered by insurance, and our ability to operate our business may be impaired.

We and certain of our service providers have experienced and may in the future experience disruptions, outages, and other performance problems on our internal systems due to service attacks, unauthorized access, or other security related incidents or compromises affecting personal information. Any security breach, incident, or compromise or loss of system control caused by hacking, which involves efforts to gain unauthorized access to information or systems, or to cause intentional malfunctions or loss, modification, or corruption of data, software, hardware or other computer equipment and the inadvertent transmission of computer malware could harm our business, operating results, and financial condition, and expose us to claims arising from loss or unauthorized disclosure of confidential or personal information or data and the related breach of our contracts with customers or others, or of privacy or data security laws. If an actual or perceived security incident, breach, or compromise occurs, the market perception of the effectiveness of our security controls could be harmed, our brand and reputation could be damaged, we could lose customers, and we could suffer financial exposure due to such events or in connection with remediation efforts, investigation costs, regulatory fines, including fines assessed under the European General Data Protection Regulation ("GDPR") or other privacy laws, private lawsuits, and changed security control, system architecture, and system protection measures.

We have administrative, technical, and physical security measures in place, as well as policies and procedures in place to contractually require third parties to whom we transfer data to implement and maintain appropriate security measures. We also proactively employ multiple methods at different layers of our systems to defend against intrusion and attack and to protect our data. However, because the techniques used to obtain unauthorized access or to compromise or sabotage systems change frequently and generally are not identified until they are launched against or even penetrate a target, we may be unable to anticipate these techniques or to implement adequate preventative measures that will be sufficient to counter all current and emerging technology threats. We may therefore experience security breaches, incidents, or compromises that may remain undetected for extended periods of time. Vendors' or suppliers' software or systems may be susceptible or vulnerable to breaches and attacks, which could compromise our systems. For example, in December 2020, it was widely reported that SolarWinds, an information technology company, was the subject of a cyberattack earlier in September 2019 where the SUNBURST malicious code was injected into builds of their Orion software platform that created security vulnerabilities to customers who use Orion. We used SolarWinds Orion software and upon learning of the incident, we took recommended actions to detect any unauthorized access as well as mitigate the compromised system. More recently, SolarWinds provided an update from its investigations regarding the deployment of the malicious tool into its build environment. While we do not believe at this time that the SolarWinds matter had a material impact on our systems or operations, should new or different information come to light establishing that the intrusion is broader than now known, it could have a broader impact on our systems and operations and we could incur significant costs in responding to such intrusion. This is likewise true in the event SolarWinds has an impact on our supply chain or vendors in ways that are not yet known. A vendor or other supply chain-related breach or compromise could spread to our own systems or affect our operations or financial systems in material ways that we cannot yet anticipate.

A majority of our employees have the ability to work either partially or fully remote. Certain security systems in homes or other remote workplaces may be less secure than those used in our offices, which may subject us to increased security risks, including cybersecurity-related events, and expose us to risks of data or financial loss and associated disruptions to our business operations. We may also be exposed to risks associated with the locations of remote workers, including exposure to compromised internet Internet infrastructure. If we are unable to effectively manage the cybersecurity and other risks of remote work, our business could be harmed or otherwise negatively impacted.

Because data security is a critical competitive factor in our industry, we make statements in our privacy policies, our online product documentation, and in our marketing materials describing the security of our platform, including descriptions of certain security measures we employ or security features embedded within our offerings. In addition, our customer contracts include commitments related to security measures and data protection. Should any of these statements be untrue, become untrue, or be perceived to be untrue, even if through circumstances beyond our reasonable control, or if any of these security measures or features prove to be ineffective or are perceived to be ineffective, we may face claims, including claims of unfair or deceptive trade practices or breach of regulations including GDPR, brought by the U.S. Federal Trade Commission, state, local, or foreign regulators (e.g., a European Union-based data protection authority) or private litigants, and breach of contract.

While we believe that we maintain a sufficient amount of insurance to cover certain data security-related risks and incidents, our insurance coverage may not always cover all costs or losses. In addition, we cannot be certain that sufficient insurance will continue to be available to us on commercially acceptable terms in the future. Any large, successful claim that exceeds our insurance coverage or any changes in insurance availability and requirements could have a material adverse impact on our financial condition and reputation.

Interruptions or disruptions with the delivery of our SaaS solutions, or third-party cloud-based systems that we depend on in our operations, may adversely affect our business, operating results, and financial condition.

Our business and continued growth depends on the ability of our customers to access our platform and solutions, particularly our cloud-based solutions, at any time and within an acceptable amount of time. In addition, our ability to access certain third-party SaaS solutions is important to our operations and the delivery of our customer support and professional services, as well as our sales operations.

We have experienced, and may in the future experience, service disruptions, outages, and other performance problems both in the delivery of our SaaS solutions, and in third-party SaaS solutions we use due to a variety of factors, including infrastructure changes, malicious actors including disgruntled employees, human or software errors, or capacity constraints. We have experienced disruptions, outages, or performance problems in the past causing some of our services to be unavailable for a limited period of time. While none of these occurrences have been material to our business, future events could be more impactful. We utilize a multi-tenant structure, meaning that generally, our customers are hosted on a shared platform. As such, any interruption in service could affect a significant number of our customers. In some instances, we or our third-party service providers may not be able to identify the cause or causes of these performance problems within an acceptable period of time. It may become increasingly difficult to maintain and improve the performance of our SaaS solutions as they become more complex. If our SaaS solutions are unavailable or degraded or if our customers are unable to access features of our SaaS solutions within a reasonable amount of time or at all, our business would be adversely affected. In addition, if any of the third-party SaaS solutions that we use were to experience a significant or prolonged outage or security breach, our business could be adversely affected.

We currently host our Dynatrace[®] solutions on cloud infrastructure hyperscaler providers, such as AWS, Azure and GCP. Our Dynatrace[®] solutions reside on hardware operated by these providers. Our operations depend on protecting the virtual cloud infrastructure hosted by a hyperscaler by maintaining its configuration, architecture, features, and interconnection specifications, as well as the information stored in these virtual data centers and which third-party **internet** service providers transmit. Although we have disaster recovery plans, including the use of multiple hyperscaler locations, any incident affecting a hyperscaler's infrastructure that may be caused by fire, flood, severe storm, earthquake, or other natural disasters, actual or threatened public health emergencies, cyber-attacks, terrorist or other attacks, and other similar events beyond our control could negatively affect our platform and our ability to deliver our solutions to our customers. A prolonged hyperscaler service disruption affecting our SaaS platform for any of the foregoing reasons would negatively impact our ability to serve our customers and could damage our reputation with current and potential customers, expose us to liability, cause us to lose customers, or otherwise harm our business. We may also incur significant costs for using alternative equipment or taking other actions in preparation for, or in reaction to, events that damage the hyperscaler services we use.

Hyperscalers have the right to terminate our agreements with them upon material uncured breach following prior written notice. If any of our hyperscaler service agreements are terminated, or there is a lapse of service, we would experience interruptions in access to our platform as well as significant delays and additional expense in arranging new facilities and services and/or re-architecting our solutions for deployment on a different cloud infrastructure, which would adversely affect our business, operating results, and financial condition.

Real or perceived errors, failures, defects, or vulnerabilities in our solutions could adversely affect our financial results and growth prospects.

Our solutions and underlying platform are complex, and in the past, we or our customers have discovered software errors, failures, defects, and vulnerabilities in our solutions after they have been released, including after new versions or updates are released. Our solutions and our platform are frequently deployed and used in large-scale computing environments with different operating systems, system management software and equipment and networking configurations, which have in the past, and may in the future, cause errors in, or failures of, our solutions or other aspects of the computing environment into which they are deployed. In addition, deployment of our solutions into complicated, large-scale computing environments have in the past exposed, and may, in the future, expose undetected errors, failures, defects, or vulnerabilities in our solutions. **AI may not work as we had anticipated or it may produce unexpected results or outcomes.** Despite testing by us, errors, failures, defects, or vulnerabilities may not be found in our solutions until they are released to our customers or thereafter. Real or perceived errors, failures, defects, or vulnerabilities in our solutions (in particular, any failure of our application security offering to perform as warranted) could result in, among other things, negative publicity and damage to our reputation, lower renewal rates, loss of or delay in market acceptance of our solutions, loss of competitive position, or claims by customers for losses sustained by them or expose us to breach of contract claims, regulatory fines, and related liabilities. If vulnerabilities in our solutions are exploited by adversaries, our customers could experience damages or losses for which our customers seek to hold us accountable. In the case of real or perceived errors, failures, defects, or vulnerabilities in our solutions giving rise to claims by customers, we may be required, or may choose, for regulatory, contractual, customer relations, or other reasons, to expend additional resources in order to help correct the problem.

Assertions by third parties of infringement or other violations by us of their intellectual property rights, or other lawsuits brought against us, could result in significant costs and substantially harm our business, operating results, and financial condition.

Patent and other intellectual property disputes are common in the markets in which we compete. Some companies in the markets in which we compete, including some of our competitors, own large numbers of patents, copyrights, trademarks, and trade secrets, which they may use to assert claims of infringement, misappropriation, or other violations of intellectual property rights against us, our partners, our technology partners, or our customers. As the number of patents and competitors in our market increase, allegations of infringement, misappropriation, and other violations of intellectual property rights may also increase. Our broad solution portfolio and the competition in our markets further exacerbate the risk of additional third-party intellectual property claims against us in the future.

Any allegation of infringement, misappropriation, or other violation of intellectual property rights by a third party, even those without merit, could cause us to incur substantial costs and resources defending against the claim, could distract our management from our business, and could cause uncertainty among our customers or prospective customers, all of which could have an adverse effect on our business, operating results, and financial condition. We cannot assure you that we are not infringing or otherwise violating any third-party intellectual property rights.

Furthermore, companies that bring allegations against us may have the capability to dedicate substantially greater resources to enforce their intellectual property rights and to defend against similar allegations that may be brought against them than we do. We have received, and may in the future receive, notices alleging that we have misappropriated, misused, or infringed other parties' intellectual property rights, including allegations made by our competitors, and, to the extent we gain greater market visibility, we face a higher risk of being the subject of intellectual property infringement assertions. There also is a market for acquiring third-party intellectual property rights and a competitor, or other entity, could acquire third-party intellectual property rights and pursue similar assertions based on the acquired intellectual property. They may also make such assertions against our customers or partners.

An adverse outcome of a dispute may require us to take several adverse steps such as pay substantial damages, including potentially treble damages, if we are found to have willfully infringed a third party's patents or copyrights; cease making, using, selling, licensing, importing, or otherwise commercializing solutions that are alleged to infringe or

misappropriate the intellectual property of others; expend additional development resources to attempt to redesign our solutions or otherwise to develop non-infringing technology, which may not be successful; enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies or intellectual property rights or have royalty obligations imposed by a court; or indemnify our customers, partners, and other third parties. Any damages or royalty obligations we may become subject to, **or any** prohibition against our commercializing our solutions as a result of an adverse outcome could harm our business and operating results.

Additionally, our agreements with customers and partners include indemnification provisions, under which we agree to indemnify them for losses suffered or incurred as a result of allegations of intellectual property infringement and, in some cases, for damages caused by us to property or persons or other third-party allegations. Furthermore, we have agreed in certain instances to defend our partners against third-party claims asserting infringement of certain intellectual property rights, which may include patents, copyrights,

trademarks, or trade secrets, and to pay judgments entered on such assertions. Large indemnity payments could harm our business, operating results, and financial condition.

Failure to protect and enforce our proprietary technology and intellectual property rights could substantially harm our business, operating results, and financial condition.

The success of our business depends on our ability to protect and enforce our proprietary rights, including our patents, trademarks, copyrights, trade secrets, and other intellectual property rights, throughout the world. We attempt to protect our intellectual property under patent, trademark, copyright, and trade secret laws, and through a combination of confidentiality procedures, contractual provisions, **internal policies** and other methods, all of which offer only limited protection. However, the steps we take to protect our intellectual property may be inadequate. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Despite our precautions, it may be possible for unauthorized third parties to copy our technology and use information that we regard as proprietary to create products, offerings, and services that compete with ours. In the past, we have been made aware of public postings of portions of our source code. It is possible that released source code could reveal some of our trade secrets and impact our competitive advantage. Some license provisions protecting against unauthorized use, copying, transfer, reverse engineering, and disclosure of our technology may be unenforceable under the laws of certain jurisdictions and foreign countries. Further, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States, and in some countries, there may not be sufficient legal processes available to us, in a timely fashion or at all, to enable us to effectively protect our intellectual property. In expanding our international activities, our exposure to unauthorized copying and use of our technology and proprietary information may increase. **In addition, the use of other companies' generative AI tools by our employees or contractors in a manner that violates our internal policies may compromise some of our proprietary or intellectual property rights.**

As of March 31, 2023, we had 115 issued patents, 80 of which are in the United States, and 42 pending applications, of which 25 are in the United States. Our issued patents expire at various dates through July 2041. The process of obtaining patent protection is expensive and **time-consuming, time consuming**, and we may not be able to prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. We may choose not to seek patent protection for certain innovations and may choose not to pursue patent protection in certain jurisdictions. Furthermore, it is possible that our patent applications may not result in issued patents, that the scope of the claims in our issued patents will be insufficient or not have the coverage originally sought, that our issued patents will not provide us with any competitive advantages, and that our issued patents and other intellectual property rights may be challenged by others or invalidated through administrative process or litigation. In addition, issuance of a patent does not guarantee that we have an absolute right to practice our patented technology, or that we have the right to exclude others from practicing our patented technology. As a result, we may not be able to obtain adequate patent protection or to enforce our issued patents effectively.

In addition to patented technology, we rely on our unpatented proprietary technology and trade secrets. Despite our efforts to protect our proprietary technology and trade secrets, unauthorized parties may attempt to misappropriate, reverse engineer, or otherwise obtain and use them. The contractual provisions that we enter into with employees, consultants, partners, vendors, and customers may not prevent unauthorized use or disclosure of our proprietary technology or trade secrets and may not provide an adequate remedy in the event of unauthorized use or disclosure of our proprietary technology or trade secrets.

Moreover, policing unauthorized use of our technologies, solutions, and intellectual property is difficult, expensive, and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the United States and where mechanisms for enforcement of intellectual property rights may be weak. We may be unable to determine the extent of any unauthorized use or infringement of our solutions, technologies, or intellectual property rights.

From time to time, legal action by us may be necessary to enforce our patents and other intellectual property rights, to protect our trade secrets, to determine the validity and scope of the intellectual property rights of others, or to defend against allegations of infringement or invalidity. Such litigation could result in substantial costs and diversion of resources and could negatively affect our business, operating results, financial condition, and cash flows. If we are unable to protect our intellectual property rights, our business, operating results, and financial condition will be harmed.

Our use of open source technology could impose limitations on our ability to commercialize our solutions and platform.

We use open source software in our solutions and platform and expect to continue to use open source software in the future. Although we monitor our use of open source software to avoid subjecting our solutions and platform to conditions we do not intend, we may face allegations from others alleging ownership of, or seeking to enforce the terms of, an open source license, including by demanding release of the open source software, derivative works, or our proprietary source code that was developed using such software. These allegations could also result in litigation. The terms of many open source licenses have not been interpreted by U.S. courts. As a result, there is a risk that these licenses could be construed in a way that could impose unanticipated conditions or restrictions on our ability to commercialize our solutions. In such an event, we could be required to seek licenses from third parties to continue offering our solutions, to make our proprietary code generally available in source code form, to re-engineer our solutions, or to discontinue the sale of our solutions if re-engineering could not be accomplished on a timely basis, any of which could adversely affect our business, operating results, and financial condition.

Our participation in open source initiatives may limit our ability to enforce our intellectual property rights in certain circumstances.

As part of our strategy to broaden our target markets and accelerate adoption of our offerings, we contribute software program code to certain open source projects managed by organizations such as Microsoft, Google, and Cloud Native Computing Foundation. We also undertake our own open source initiatives to promote “open innovation” and “enterprise openness,” meaning that we make technologies available under open source licenses with the goal of exchanging insights and experience with other experts in the community, broadening the adoption of our platform by our customers, and providing our partners with the ability to leverage their own technologies through the Dynatrace® platform. In some cases, we accept contributions of code from the community, our customers, and partners.

When we contribute to a third-party managed open source project, the copyrights, patent rights, and other proprietary rights in and to the technologies, including software program code, owned by us that we contribute to these projects are often licensed to the project managers and to all other contributing parties without material restriction on further use or distribution. If and to the extent that any of the technologies that we contribute, either alone or in combination with the technologies that may be contributed by others, practice any inventions that are claimed under our patents or patent applications, then we may be unable to enforce those claims or prevent others from practicing those inventions, regardless of whether such other persons also contributed to the open source project (even if we were to conclude that their use infringes our patents with competing offerings), unless any such third party asserts its patent rights against us. This limitation on our ability to assert our patent rights against others could harm our business and ability to compete. In addition, if we were to attempt to enforce our patent rights, we could suffer reputational injury among our customers and the open source community.

Any actual or perceived failure by us to comply with stringent and evolving privacy laws or regulatory requirements in one or multiple jurisdictions, privacy, and information security policies and/or contractual obligations could result in proceedings, actions, or penalties against us.

We are subject to U.S. federal, state, and international laws, regulations, and standards relating to the collection, use, disclosure, retention, security, transfer, and other processing of personal data. The legal and regulatory frameworks for privacy, data protection and security issues worldwide are rapidly evolving and as a result, implementation standards, potential fines, enforcement practices, and litigation risks are likely to remain uncertain for the foreseeable future.

- In the United States, state legislatures continue to propose and pass comprehensive privacy legislation, including data breach notification laws, personal data privacy laws, and consumer protection laws. For example, California enacted the California Consumer Privacy Act (“CCPA”), which was as amended by a ballot initiative, the California Privacy Rights Act (“CPRA”) in November 2020. The newly amended version of the CCPA became 2020, effective on January 1, 2023. Among other things, the CCPA gives California residents rights to access and delete their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. The CCPA also provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. It is not yet fully clear how the recently amended CCPA will be interpreted. The effects of the recently amended CCPA are potentially significant and may require us to modify our data collection or processing practices and policies and to incur substantial costs and expenses to comply and increase our potential exposure to regulatory enforcement and/or litigation. Certain other state laws impose similar privacy obligations and we also anticipate that more states will increasingly enact legislation similar to the CCPA. The CCPA has prompted a number of proposals for new federal and state-level privacy legislation, and in some states efforts to pass comprehensive privacy laws have been successful. The existence of comprehensive privacy laws in different states in the country, if enacted, will add additional complexity, variation in requirements, restrictions, and potential legal risk, require additional investment of resources in compliance programs, impact strategies and the availability of previously useful data, and has resulted in and will result in increased compliance costs and/or changes in business practices and policies.
- Outside of the United States, virtually every jurisdiction in which we operate has established its own privacy, data protection and/or data security legal framework with which we or our customers must comply, including, but not limited to, the European Union (“EU”).
 - In the EU, data protection laws are stringent and continue to evolve, resulting in possible significant operational costs for internal compliance and risk to our business. The EU has adopted the GDPR, which imposes robust obligations upon covered companies, including heightened notice and consent requirements, greater rights of data subjects (e.g., the “right to be forgotten”), increased data portability for EU consumers, additional data breach notification and data security requirements, requirements for engaging third-party processors, and increased fines for non-compliance. Serious breaches of the GDPR (and similar data protection regulations in the United Kingdom) may result in monetary penalties of up to 4% of worldwide annual revenue and fines up to 2% of annual worldwide revenue can be imposed for other violations. In addition to the GDPR, the other European legislative proposals and current laws and regulations apply to cookies and similar tracking technologies, electronic communications, and marketing, with an increased focus on online behavioral advertising. The EU also is considering the Regulation on Privacy and Electronic Communications (“ePrivacy Regulation”) which would replace an existing ePrivacy Directive. The ePrivacy Regulation is focused on privacy regarding electronic communications services and data processed by electronic communications services. The ePrivacy Regulation may require us to further modify some of our data practices and compliance could result in additional costs for our company. In addition, the proposed EU Digital Services Act (“DSA”) and Digital Markets Act (“DMA”) will add further complexity and increased consumer protection and technology regulation.
 - Many jurisdictions outside of Europe where we do business directly or through resellers today and may seek to expand our business in the future, are also considering and/or have enacted comprehensive data protection and/or cybersecurity legislation. These include Australia, Brazil, China, Japan, Mexico, and Singapore.
- We are subject to various data transfer rules related to our ability to transfer data from one country to another. This may limit our ability to transfer certain data or require us to guarantee a certain level of protection when transferring data from one country to another.
- We are also subject to data localization laws in certain countries that may, for example, require personal information of citizens to be collected, stored, and modified only within that country. These and similar regulations may interfere with our intended business activities, inhibit our ability to expand into those markets, require modifications to our offerings or services, or prohibit us from continuing to offer services in those markets without significant additional costs.

- Current or future laws, regulations, and ethical considerations related to the use of AI technology and ML may impact our ability to provide insights from data and use certain data to develop our offerings. Our company has significant experience with AI and we have incorporated it within our offerings for several years. While we focus on using AI in a responsible, ethical, and legal manner, our use of AI and the impact of laws, regulations, and ethical considerations for AI generally, and as they apply to our customers, may also require us to develop new or different systems and processes to test for accuracy, bias, and other variables and could increase our burden and cost of research and development in this area. These factors may also impose burdensome and costly requirements on our ability and our customers' ability to utilize data in innovative ways. For example, the EU has adopted the AI Act and in the United States, new AI-related laws and rulemakings are underway or being proposed at the federal, state, and local levels. AI is evolving rapidly and if our use of AI and data were to draw controversy, it could harm our reputation and give rise to legal or regulatory action.

The regulatory framework both in the United States and internationally governing the collection, processing, storage, use and sharing of certain information, particularly financial and other personal information, is rapidly evolving and is likely to continue to be subject to uncertainty and varying interpretations. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with laws in other jurisdictions or which our existing data management practices or the features of our services and platform capabilities. We therefore cannot yet fully determine the impact these or future laws, rules, regulations, and industry standards may have on our business or operations.

Our In addition to the laws and regulations to which we are subject regarding the collection, processing, storage, use, and sharing of certain information, our contracts with customers include specific obligations regarding the protection of confidentiality and the permitted uses of personally identifiable and other proprietary information. We also publicly post documentation regarding our practices concerning the collection, processing, use, and disclosure of data. Although we endeavor to comply with our published policies and documentation and the various laws and regulations that we are subject to, we may at times fail to do so or be alleged to have failed to do so. Any failure or perceived failure by us, or any third parties with which we do business, to comply with our posted privacy policies and product documentation or privacy laws or regulations, changing consumer expectations, evolving laws, rules, and regulations, industry standards, or contractual obligations to which we or such third parties are or may become subject, may result in actions or other claims against us by governmental entities or private actors, the expenditure of substantial costs, time and other resources or the imposition of significant fines, penalties or other liabilities, which could, individually or in the aggregate, materially and adversely affect our business, financial condition, and results of operations. In addition, any such action, particularly to the extent we were found to be guilty of violations or otherwise liable for damages, would damage our reputation and adversely affect our business, financial condition, and results of operations.

Additionally, our customers may be subject to differing privacy laws, rules, and legislation, which may mean that they require us to be bound by varying contractual requirements applicable to certain other jurisdictions. Adherence to such contractual requirements may impact our collection, use, processing, storage, sharing, and disclosure of various types of information, including financial information and other personal information, and may mean we become bound by, or voluntarily comply with, self-regulatory or other industry standards relating to these matters that may further change as laws, rules, and regulations evolve. Complying with these requirements and changing our policies and practices may be onerous and costly, and we may not be able to respond quickly or effectively to regulatory, legislative, and other developments. These changes may in turn impair our ability to offer our existing or planned features, products, and services and/or increase our cost of doing business. As we expand our customer base, these requirements may vary from customer to customer, further increasing the cost of compliance and doing business.

Risks Related to Legal, Regulatory, Accounting, and Tax Matters

Tax matters, including changes in tax laws, rules, regulations, and treaties, could impact our effective tax rate and our results of operations.

We operate in over 30 countries around the world and, as a multinational corporation, we are subject to income and non-income-based non-income taxes, including payroll, sales, use, value-added, net worth, property, and goods and services taxes, in both the United States and various non-U.S. jurisdictions.

Our effective tax rate has fluctuated in the past and is likely to fluctuate in the future. Our effective tax rate is affected by the allocation of revenues and expenses to different jurisdictions and the timing of recognizing revenues and expenses. In addition, in the ordinary course of our global business, there are many intercompany transactions and calculations where the ultimate tax determination is uncertain.

The amount of taxes that we pay is subject to our interpretation of applicable tax laws in the jurisdictions in which we file and changes to tax laws. Significant judgment is required in determining our worldwide provision for income taxes and other tax liabilities, and in determining the realizability of tax attributes, such as foreign tax credits and other domestic deferred tax assets. From time to time, we are subject to regular tax audits, examinations, and reviews in the ordinary course of business. While we believe that our tax estimates are reasonable and we have complied with all applicable income tax laws, there can be no assurance that a governing tax authority will not have a different interpretation and require us to pay additional taxes. If any amounts that we ultimately pay to a tax authority differ materially from amounts that we previously recorded, it could negatively affect our financial results and operations for the period at issue and on an ongoing basis.

We do not collect sales and use, value added, and similar taxes in all jurisdictions in which we have sales, based on our belief that such taxes are not applicable in certain of those jurisdictions. Sales and use, value added, and similar tax laws and rates vary greatly by jurisdiction. Certain jurisdictions in which we do not collect such taxes may assert that such taxes are applicable, which could result in tax assessments, penalties, and interest, and we may be required to collect such taxes in the future. Such tax assessments, penalties, and interest or future requirements may adversely affect our results of operations.

Tax laws, rules, and regulations are constantly under review by persons involved in the legislative process and by tax authorities. Changes to tax laws (which may have retroactive application) could adversely affect us or holders of our common stock. For example, changes in tax laws, rules, regulations, treaties, rates, changing interpretation of existing laws or regulations, the impact of accounting for share-based compensation, the impact of accounting for business combinations, changes in our international organization, and changes in overall levels of income before tax, can impact increase our or our stockholders' tax liability. In recent years, many changes have been made to applicable tax laws and changes are likely to continue to occur in the future.

The spin-offs of Compuware Organization for Economic Cooperation and SIGOS Development reached agreement among various countries to implement a minimum 15% tax rate on certain multinational enterprises, commonly referred to as Pillar Two. Many countries continue to announce changes in 2019 were taxable transactions for us, their tax laws and we are subject to tax liabilities in connection with such transactions.

In 2019, as part of a corporate reorganization, Compuware and SIGOS were spun out of our corporate structure. Neither spin-off qualified as a tax-free spin-off under Section 355 or other provisions of the Internal Revenue Code. Corporate-level U.S. federal, state, and local taxes were paid by us in connection with the Compuware spin-off and in connection therewith, Compuware distributed to us \$265.0 million pursuant to a structuring agreement. These taxes were generally **regulations** based upon the gain computed as the difference between the fair market value of the Compuware assets distributed and the adjusted tax basis in such assets. The actual amount of our tax liability relating to the Compuware spin-off included on the filed tax returns was \$231.8 million. **Pillar Two proposals**. We did not have sufficient losses available **are expected** to fully offset the gain we realized as a result of the Compuware spin-off. We do not believe we incurred any material tax liabilities in connection with the SIGOS spin-off because the estimated fair market value of the SIGOS assets was materially similar to the adjusted tax basis in such assets.

If the Internal Revenue Service or other taxing authorities were to successfully challenge in an audit or other tax dispute the amount of taxes owed in connection with either the Compuware or SIGOS spin-off, we could be liable for additional taxes, including interest and penalties. We would be responsible for any such additional amounts, and for the costs of responding to such challenge, which would not be reimbursed to us by Compuware. While we have obtained an insurance policy that provides coverage if the Internal Revenue Service or other taxing authorities assert that additional taxes are owed in connection with the Compuware spin-off, such policy is subject to certain limitations and exclusions, and we cannot offer any assurances that such policy will fully cover any additional taxes owed by us. We did not obtain a tax insurance policy relating to the SIGOS spin-off. Any tax liabilities determined to be owed by us relating to either spin-off following an audit or other tax dispute may adversely affect our results of operations.

Federal and state fraudulent transfer laws may permit a court to void Compuware's distribution to us to partially satisfy the estimated tax liability incurred by us from the Compuware spin-off.

As mentioned in the risk factor immediately above, Compuware distributed \$265.0 million to us in 2019 to partially or wholly satisfy the estimated tax liability incurred by us in connection with the Compuware spin-off. This distribution might be subject to challenge under federal the **Pillar Two rules in fiscal year 2025 in the jurisdictions that have adopted the rules**. Based on the guidance available thus far, we do not expect this legislation to have a material impact on our consolidated financial statements, but we will continue to evaluate it as additional guidance and state fraudulent conveyance laws even if the distribution was completed. Under applicable laws, the distribution could be voided as a fraudulent transfer or conveyance if, among other things, the transferor received less than reasonably equivalent value or fair consideration in return for, and was insolvent or rendered insolvent by reason of, the transfer.

We cannot be certain as to the standards that a court would use to determine whether or not Compuware was insolvent at the relevant time. In general, however, a court would look at various facts and circumstances related to the entity in question, including evaluation of whether or not (i) the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair market value of all of its assets; (ii) the present fair market value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or (iii) it could pay its debts as they become due.

If a court were to find that the distribution was a fraudulent transfer or conveyance, the court could void the distribution. In addition, the distribution could also be voided if a court were to find that it is not a legal distribution or dividend under applicable corporate law. The resulting complications, costs, and expenses of either finding could materially adversely affect our financial condition and results of operations. **clarification becomes available**.

We are subject to a number of risks associated with global sales and operations.

Revenue from customers located outside of the United States represented 44% of our total revenue for the fiscal year ended **March 31, 2023 March 31, 2024**. As of **March 31, 2023 March 31, 2024**, approximately **65% 67%** of our employees were located outside of the United States. As a result, our global sales and operations are subject to a number of risks and additional costs, including the following:

- increased expenses associated with international sales and operations, including establishing and maintaining office space and equipment for our international operations;
- fluctuations in exchange rates between **the U.S. dollar and other** currencies in the markets where we do business, **including the recently strengthened dollar**, and other controls, regulations, and orders that might restrict our ability to repatriate cash;
- volatility, uncertainties, and recessionary pressures in the global economy or in the economies of the countries in which we operate;
- difficulties in penetrating new markets due to existing competition or local lack of recognition of the Dynatrace® brand;
- risks associated with trade restrictions and additional legal requirements, including the exportation of our technology or source code that is required in many of the countries in which we operate;
- greater risk of unexpected changes in regulatory rules, regulations and practices, tariffs and tax laws and treaties;
- compliance with **United States U.S.** and foreign import and export control and economic sanctions laws and regulations, including the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security and the executive orders and laws implemented by the U.S. Department of the Treasury's Office of Foreign Asset Controls;
- compliance with anti-bribery laws, including the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Anti-Bribery Act, and a heightened risk of unfair or corrupt business practices in certain geographies, and of improper or fraudulent sales arrangements that may impact financial results and result in restatements of, or irregularities in, financial statements;
- compliance with privacy, data protection, and data security laws of many countries and jurisdictions, including the EU's GDPR and the CCPA;
- limited or uncertain protection of intellectual property rights in some countries and the risks and costs associated with monitoring and enforcing intellectual property rights abroad;
- greater difficulty in enforcing contracts and managing collections in certain jurisdictions, as well as longer collection periods;
- management communication and integration problems resulting from cultural and geographic dispersion;

- difficulties hiring local staff, differing employer/employee relationships, and the potential need for country-specific benefits, programs, and systems;
- social, economic, and political instability, epidemics and pandemics, terrorist attacks, wars, geopolitical conflicts, disputes and security concerns in general; and
- potentially adverse tax consequences.

These and other factors could harm our ability to generate future global revenue and, consequently, materially impact our business, results of operations, and financial condition.

Continued uncertainty in the U.S. and global economies, particularly Europe, along with uncertain geopolitical conditions, could negatively affect sales of our offerings and services and could harm our operating results.

As our business has grown, we have become increasingly subject to the risks arising from adverse changes in the domestic and global economies. Uncertainty in the macroeconomic environment and associated global economic conditions, as well as geopolitical disruption, may result in extreme volatility in credit, equity, and foreign currency markets. These conditions, including changes in inflationary pressures, rising interest rates, lower consumer confidence or uneven or lower spending, volatile capital markets, financial and credit market fluctuations, political turmoil, natural catastrophes, epidemics, warfare including (including the ongoing war conflicts in Ukraine, and in Israel and surrounding areas), and terrorist attacks on the United States or elsewhere, may also adversely affect the buying patterns of our customers and prospective customers, including the size of transactions and length of sales cycles, which would adversely affect our overall pipeline as well as our revenue growth expectations. For example, we have recently seen lengthening sales cycles, which may affect our future revenues and results of operations. In addition, increased economic uncertainty in the United States and abroad could lead to periods of economic slowdown or recession, continued inflation and higher interest rates, and the occurrence of such events, or public perception that any of these events may occur, could result in a general decrease in spending on technology or other business interruptions. We cannot predict the timing, strength, or duration of any economic slowdown, instability, or recovery, generally or within the technology industry. If macroeconomic or geopolitical conditions deteriorate or if the pace of recovery slows or is uneven, our overall results of operations could be adversely affected.

We continue to invest in our international operations. There are significant risks with overseas investments, and our growth prospects in these regions are uncertain. Increased volatility, further declines in the European credit, equity, and foreign currency markets or geopolitical disruptions including the military conflict between Russia (including ongoing conflicts in Ukraine, and Ukraine, in Israel and surrounding areas) could cause delays in or cancellations of orders or have other negative impacts on our business operations in Europe (where a significant amount of our R&D research and development operations are concentrated) and other regions throughout the world. If tensions between the United States, members of NATO and Russia other countries continue to escalate and create global security concerns, it may result in an increased adverse impact on regional and global economies and increase the likelihood of cyber-attacks. Deterioration of economic or geopolitical conditions in the countries in which we do business could also cause slower or impaired collections on accounts receivable. In addition, we could experience delays in the payment obligations of our worldwide reseller customers if they experience weakness in the end-user market, which would increase our credit risk exposure and harm our financial condition.

In March 2022, we announced that we suspended all business in Russia and Belarus. Although we do not have material operations in Ukraine, Russia, or Belarus, geopolitical instability in the region, new sanctions, and enhanced export controls has and may continue to impact our ability to sell or export our platform in Ukraine, Russia, Belarus and surrounding countries. Similarly, our operations in Israel and the surrounding areas are not material to our business results, though geopolitical instability in the region may impact our ability to sell or export our platform there. While we do not believe the overall impact to be material to our business results, if these conflicts and the conflict and scope of sanctions expand further or persist for an extended period of time, our business could be harmed.

Because we recognize revenue from our SaaS subscriptions and term licenses over the subscription or license term, downturns or upturns in new sales and renewals may not be immediately reflected in our operating results and may be difficult to discern.

For customers who purchase a subscription to our Dynatrace platform, whether they purchase a SaaS subscription, or a term license, we generally recognize revenue ratably over the term of their subscription. For customers who purchase a perpetual license, we generally recognize the license revenue ratably over three years. Thus, substantially all of the revenue that we report in each quarter from the Dynatrace platform which constituted over 90% of our total revenue reported for the quarter ended March 31, 2023, is derived from the recognition of revenue relating to contracts entered into during previous quarters. For the three months ended March 31, 2024, revenue recognized from deferred revenue at the beginning of the period was \$319 million. Consequently, a decline in new or renewed customer contracts in any single quarter may have a small impact on our revenue for that quarter. However, such a decline will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in sales and market acceptance of our solutions, and potential changes in our rate of renewals, may not be fully reflected in our results of operations until future periods. In addition, a significant majority of our costs are expensed as incurred, while revenue is recognized over the life of the agreement with our customer. As a result, increased growth in the number of our customers could continue to result in our recognition of more costs than revenue in the earlier periods of the terms of our agreements.

Our revenue recognition policy and other factors may distort our financial results in any given period and make them difficult to predict.

Under accounting standards update No. 2014-09 (Topic 606), *Revenue from Contracts with Customers* ("ASC 606"), we recognize revenue when our customer obtains control of goods or services in an amount that reflects the consideration that we expect to receive in exchange for those goods or services. Our subscription revenue consists of (i) SaaS agreements, (ii) term-based licenses for the Dynatrace® Dynatrace platform which are recognized ratably over the contract term, (iii) Dynatrace® Dynatrace perpetual license revenue that is recognized ratably or over the term of the expected optional maintenance renewals, which is generally three years, and (iv) maintenance and support agreements. A significant increase or decline in our subscription contracts in any one quarter may not be fully reflected in the results for that quarter, but will affect our revenue in future quarters.

Furthermore, the presentation of our financial results requires us to make estimates and assumptions that may affect revenue recognition. In some instances, we could reasonably use different estimates and assumptions, and changes in estimates are likely to occur from period to period. See the section titled *For a full discussion of these estimates and policies, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates—Revenue Recognition"* included in Part II, Item 7 of this Annual Report.

Given the foregoing factors, our actual results could differ significantly from our estimates, comparing our revenue and operating results on a period-to-period basis may not be meaningful, and our past results may not be indicative of our future performance.

Changes in existing financial accounting standards or practices may harm our operating results.

Changes in existing accounting rules or practices, new accounting pronouncements, or varying interpretations of current accounting pronouncements or practice could harm our operating results or result in changes to the manner in which we conduct our business. Further, such changes could potentially affect our reporting of transactions completed and reported before such changes are effective.

U.S. Generally Accepted Accounting Principles ("GAAP") are subject to interpretation by the Financial Accounting Standards Board ("FASB"), the Securities and Exchange Commission, SEC, and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or a change in these interpretations could have a significant effect on our reported financial results and could affect the reporting of transactions completed before the announcement of a change. For example, FASB's Emerging Issues Task Force has taken up certain topics which may result in further guidance which we would need to consider in our related accounting policies.

We may face exposure to foreign currency exchange rate fluctuations.

We have transacted in foreign currencies and expect to transact in foreign currencies in the future. In addition, we maintain assets and liabilities that are denominated in currencies other than the functional operating currencies of our global entities. Accordingly, changes in the value of foreign currencies relative to the U.S. dollar will affect our revenue and operating results due to transactional and translational remeasurement that is reflected in our earnings. As a result of such foreign currency exchange rate fluctuations, which have been prevalent over recent periods, it could be more difficult to detect underlying trends in our business and results of operations. In addition, to the extent that fluctuations in currency exchange rates cause our results of operations to differ from our expectations or the expectations of our investors, the trading price of our common stock could be adversely affected. We do not currently maintain a program to hedge transactional exposures in foreign currencies. However, in the future, we may use derivative instruments, such as foreign currency forward and option contracts, to hedge certain exposures to fluctuations in foreign currency exchange rates. The use of such hedging activities may not offset any or more than a portion of the adverse financial effects of unfavorable movements in foreign exchange rates over the limited time the hedges are in place. Moreover, the use of hedging instruments may introduce additional risks if we are unable to structure effective hedges with such instruments.

Our sales to government entities are subject to a number of challenges and risks.

We sell our solutions to U.S. federal and state and foreign governmental agency customers, often through our resellers, and we may increase sales to government entities in the future. Sales to government entities are subject to a number of challenges and risks, including constraints on the budgetary process, including changes in the policies and priorities of the particular government, continuing resolutions, adherence to government audit and certification requirements, debt ceiling disruptions, deficit-reduction legislation, and any shutdown or default of the particular government. Selling to government entities can be highly competitive, expensive and time consuming, often requiring significant upfront time and expense without any assurance that these efforts will generate a sale. Contracts and subcontracts with government agency customers are subject to procurement laws and regulations relating to the award, administration, and performance of those contracts. Government demand and payment for our solutions are affected by public sector budgetary cycles and funding authorizations, with funding reductions or delays adversely affecting public sector demand for our solutions. We may be subject to audit or investigations relating to our sales to government entities, and any violations could result in various civil and criminal penalties and administrative sanctions, including termination of contracts, refunds of fees received, forfeiture of profits, suspension of payments, fines, and suspension or debarment from future government business including business with governmental agencies across the country involved. Government entities may have statutory, contractual, or other legal rights to terminate contracts with our distributors and resellers for convenience, non-appropriation, or due to a default. Any of these risks relating to our sales to governmental entities could adversely impact our future sales and operating results.

We may acquire other businesses, products, or technologies in the future which could require significant management attention, disrupt our business or result in operating difficulties, dilute stockholder value, and adversely affect our results of operations.

Our growth depends upon our ability to enhance our existing offerings and our ability to introduce new offerings on a timely basis. We intend to continue to address the need to develop new offerings and enhance existing offerings both through internal R&D, research and development, and also through the acquisition of other companies, product lines, technologies, and personnel. For example, in August 2023, we acquired Rookout, a provider of enterprise-ready and privacy-aware solutions that enable developers to quickly troubleshoot and debug actively running code in Kubernetes-hosted cloud-native applications. In March 2024, we acquired Runecast, a provider of software solutions that provide insights for security compliance, vulnerability assessment, and configuration management for complex, on-premises, hybrid and multi-cloud IT environment. We expect to continue to consider and evaluate a wide array of potential acquisitions as part of our overall business strategy, including, but not limited to, acquisitions of certain businesses, technologies, services, products, and other assets and revenue streams. At any given time, we may be engaged in discussions or negotiations with respect to one or more acquisitions, any of which could, individually or in the aggregate, be material to our financial condition and results of operations. There can be no assurance that we will be successful in identifying, negotiating, and consummating favorable acquisition opportunities, and we may not be able to complete such acquisitions on favorable terms. If we do complete acquisitions, we may not ultimately strengthen our competitive position or achieve our goals, and any acquisitions we complete could be viewed negatively by our customers, securities analysts, and investors, and could be disruptive to our operations.

Acquisitions may involve additional significant challenges, uncertainties, and risks, including, but not limited to:

- challenges, difficulties, or increased costs associated with integrating new employees, systems, technologies, and business cultures;
- failure of the acquisition to advance our business strategy and failure to achieve the acquisition's anticipated benefits or synergies;
- disruption of our ongoing operations, diversion of our management's attention, and increased costs and expenses associated with pursuing acquisition opportunities;
- inadequate data security, cybersecurity, and operational and information technology compliance and resilience;
- failure to identify, or our underestimation of, commitments, liabilities, deficiencies, and other risks associated with acquired businesses or assets;

- inconsistency between the business models of our company and the acquired company, and potential exposure to new or increased regulatory oversight and uncertain or evolving legal, regulatory, and compliance requirements;
- the potential loss of key management, other employees, or customers of the acquired business;
- potential reputational risks that could arise from transactions with, or investments in, companies involved in new or developing businesses or markets, which may be subject to uncertain or evolving legal, regulatory, and compliance requirements;
- potential impairment of goodwill or other acquisition-related intangible assets; and
- the potential for acquisitions to result in dilutive issuances of our equity securities or significant additional debt.

The integration process for an acquired business may require significant time and resources, and we may not be able to manage the process successfully. We may not successfully evaluate or utilize the acquired technology or personnel, or accurately forecast the financial impact of an acquired business, including accounting charges. We may have to pay cash, incur debt, or issue equity securities to pay for any such acquisitions, each of which could adversely affect our financial condition or the value of our common stock. The sale of equity or issuance of debt to finance any such acquisitions could result in dilution to our stockholders. The incurrence of indebtedness would result in increased fixed obligations and could also include covenants or other restrictions that would impede our ability to manage our operations.

Acquisitions may also heighten many of the risks described in this “Risk Factors” section. Acquisitions are inherently risky, may not be successful, and may harm our business, results of operations, and financial condition.

Our business is subject to a wide range of laws and regulations and our failure to comply with those laws and regulations could harm our business, operating results, and financial condition.

Our business is subject to regulation by various U.S. federal, state, local, and foreign governmental agencies, including agencies responsible for monitoring and enforcing employment and labor laws, workplace safety, product safety, environmental laws, consumer protection laws, privacy, cybersecurity and data protection laws, anti-bribery laws, **import and export trade** controls, federal acquisition regulations and guidelines, federal securities laws, and tax laws and regulations. In certain foreign jurisdictions, these regulatory requirements may be more stringent than those in the United States. These laws and regulations are subject to change over time and we must continue to monitor and dedicate resources to ensure continued compliance. **We also anticipate continued changes in the laws and regulations governing cybersecurity controls and processes, data governance, trade controls, and the use of AI.** Non-compliance with applicable regulations or requirements could subject us to litigation, investigations, sanctions, mandatory product recalls, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties, or injunctions. If any governmental sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, operating results, and financial condition could be materially adversely affected. In addition, responding to any action will likely result in a significant diversion of management's attention and resources and an increase in professional fees. Enforcement actions and sanctions could harm our business, operating results, and financial condition. **Changes in cybersecurity, data governance, trade, and AI regulation, as well as geopolitical tensions, could increase our cost of doing business, for example, by requiring breach notifications or increased restrictions on trade, or requiring that data be retained, accessed, and viewed only within specific jurisdictional locations.**

We are subject to governmental export, import, and sanctions controls that could impair our ability to compete in international markets and subject us to liability if we are not in compliance with applicable laws.

Our solutions are subject to export control and economic sanctions laws and regulations, including the U.S. Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security and the economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control. Exports, re-exports, and transfers of our software and services must be made in compliance with these laws and regulations. Obtaining the necessary authorizations, including any required license for a particular sale, may be **time-consuming, time consuming**, is not guaranteed and may result in the delay or loss of sales opportunities.

Various countries regulate the import of encryption technology. Changes in the encryption or other technology incorporated into our solutions or in applicable export or import laws and regulations may delay the introduction and sale of our solutions in international markets, prevent customers from deploying our solutions or, in some cases, prevent the export or import of our solutions to certain countries, regions, governments, or persons altogether.

Changes in sanctions, export, or import laws and regulations, in the enforcement or scope of existing laws and regulations, or in the countries, regions, governments, persons, or technologies targeted by such laws and regulations, could also result in decreased use of our solutions or in our ability to sell our solutions in certain countries.

Even though we take precautions to prevent our solutions from being provided to restricted countries or persons, our solutions could be provided to those targets by our resellers or customers despite such precautions, and our customers may choose to host their systems including the Dynatrace platform using a hosting vendor that is a restricted person. The decreased use of our solutions or limitation on our ability to export or sell our solutions could adversely affect our business, while violations of these export and import control and economic sanctions laws and regulations could have negative consequences for us and our personnel, including government investigations, administrative fines, civil and criminal penalties, denial of export privileges, incarceration, and reputational harm.

Due to the global nature of our business, we could be adversely affected by violations of anti-bribery, anti-money laundering and similar laws in other jurisdictions in which we operate.

We are subject to the FCPA, the U.K. Bribery Act and other anti-corruption and anti-money laundering laws in other jurisdictions. These laws generally prohibit companies, their employees, and their intermediaries from making or offering improper payments or other benefits to government officials and others in the private sector.

As we increase our sales and operations outside of the United States and increase our use of third parties, such as partners, resellers, agents and other intermediaries, our risks under these laws increases. Although we take steps to ensure compliance by adopting policies and conducting training, we cannot guarantee that our employees, partners, resellers, agents, or other intermediaries will not engage in prohibited conduct that could render us responsible under these laws. Non-compliance with these laws could subject us

to investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, suspension and/or debarment from contracting with specified persons, the loss of export privileges, reputational harm, adverse media coverage, and other collateral consequences. Any investigations, actions and/or sanctions could have a material negative impact on our business, financial condition, and results of operations.

Risks Related to Our Common Stock

The trading price of our common stock has been, and may continue to be, volatile and you could lose all or part of your investment.

Technology stocks have historically experienced high levels of volatility. The trading price of our common stock has fluctuated substantially and will likely continue to be volatile, ranging from an intraday low of \$17.05 to an intraday high of \$80.13 between our initial public offering in 2019 through May 22, 2023 May 20, 2024. Factors that could cause fluctuations in the trading price of our common stock include the following:

- announcements of new products, offerings or technologies, commercial relationships, acquisitions, or other events by us or our competitors;
 - changes in how customers perceive the benefits of our platform;
 - shifts in the mix of billings and revenue attributable to SaaS subscriptions, licenses and services from quarter to quarter;
 - departures of our Chief Executive Officer, Chief Financial Officer, other executive officers, senior management or other key personnel;
 - price and volume fluctuations in the overall stock market from time to time;
 - fluctuations in the trading volume of our shares or the size of our public float;
 - sales of large blocks of our common stock, including by the Thoma Bravo Funds; stock;
 - actual or anticipated changes or fluctuations in our operating results;
 - whether our operating results meet the expectations of securities analysts or investors;
 - changes in actual or future expectations of investors or securities analysts;
 - litigation, data breaches, or security incidents involving us, our industry or both;
 - regulatory developments in the United States, foreign countries or both;
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- general economic conditions and trends; and
 - major catastrophic events in our domestic and foreign markets.

In addition, if the market for technology stocks or the stock market in general experiences a loss of investor confidence, the trading price of our common stock could decline for reasons unrelated to our business, operating results, or financial condition. The trading price of our common stock might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. In the past, following periods of volatility in the trading price of a company's securities, securities class action litigation has often been brought against that company.

If our internal controls over financial reporting or our disclosure controls and procedures are not effective, we may not be able to accurately report our financial results, prevent fraud or file our periodic reports in a timely manner, which may cause investors to lose confidence in our reported financial information and may lead to a decline in our stock price.

As a public company, we are required to maintain internal control over financial reporting and disclosure controls and procedures. Section 404 of the Sarbanes-Oxley Act requires that we evaluate and determine the effectiveness of our internal control over financial reporting and provide a management report on our internal control over financial reporting. Our testing, or the subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal control over financial reporting that are deemed to be material weaknesses. If we are not able to comply with the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner, or if we or our accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock would likely decline and we could be subject to lawsuits, sanctions, or investigations by regulatory authorities, including SEC enforcement actions, and we could be required to restate our financial results, any of which would require additional financial and management resources.

If material weaknesses in our internal control over financial reporting are discovered or occur in the future, our consolidated financial statements may contain material misstatements and we could be required to restate our financial results, which could materially and adversely affect our business, results of operations, and financial condition, restrict our ability to access the capital markets, require us to expend significant resources to correct the material weakness, subject us to fines, penalties or judgments, harm our reputation, or otherwise cause a decline in investor confidence.

Sales of substantial amounts of our common stock in the public markets, or the perception that such sales could occur, could reduce the market price of our common stock.

Sales of a substantial number of shares of our common stock in the public market, or the perception that such sales could occur, could adversely affect the market price of our common stock and may make it more difficult for you to sell your common stock at a time and price that you deem appropriate. For example, One of our historically largest shareholder, shareholders, the Thoma Bravo Funds, sold approximately 14.8 million 53.4 million shares of our common stock during our fiscal 2024, and an additional approximately 6.5 million shares in February 2023. As the first quarter of May 22, 2023, the Thoma Bravo Funds beneficially owned approximately 23.9% our fiscal 2025, bringing their beneficial ownership below 5% of our common stock. Under applicable federal securities laws, the Thoma Bravo Funds may sell additional shares in the public market without our advance

knowledge or participation. If Thoma Bravo were to dispose stock as of a substantial portion of our shares in the public market, whether in a single transaction or a series of transactions, it could reduce the trading price of our common stock. May 20, 2024. In addition, any such sales, or the possibility that these sales may occur, could make it more difficult for us to sell shares of our common stock in the public market in the future.

Our issuance of additional capital stock in connection with financings, acquisitions, investments, our stock incentive plans, or otherwise will dilute all other stockholders.

We may issue additional capital stock in the future that will result in dilution to all other stockholders. We may also raise capital through equity financings in the future. As part of our business strategy, we may acquire or make investments in complementary companies, products, offerings or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuances of additional capital stock may cause stockholders to experience significant dilution of their ownership interests and the per share value of our common stock to decline.

Thoma Bravo has significant influence over matters requiring stockholder approval, which may have the effect of delaying or preventing changes of control, or limiting the ability of other stockholders to approve transactions they deem to be in their best interest.

Thoma Bravo, as the ultimate general partner of the Thoma Bravo Funds, beneficially owned in the aggregate approximately 23.9% of our issued and outstanding shares of common stock as of May 22, 2023. As a result, Thoma Bravo will continue to be able to exert significant influence over our operations and business strategy as well as matters requiring stockholder approval. These matters may include:

- the composition of our board of directors, which has the authority to direct our business and to appoint and remove our officers;
- approving or rejecting a merger, consolidation, or other business combination;
- raising future capital; and
- amending our charter and bylaws, which govern the rights attached to our common stock.

Additionally, for so long as Thoma Bravo beneficially owns at least (i) 20% (but less than 30%) of our outstanding shares of common stock, Thoma Bravo will have the right to nominate a number of directors to our board of directors equal to the lowest whole number that is greater than 30% of the total number of directors (but in no event fewer than two directors); (ii) 10% (but less than 20%) of our outstanding shares of common stock, Thoma Bravo will have the right to nominate a number of directors to our board of directors equal to the lowest whole number that is greater than 20% of the total number of directors (but in no event fewer than one director); and (iii) at least 5% (but less than 10%) of our outstanding shares of common stock, Thoma Bravo will have the right to nominate one director to our board of directors.

This concentration of ownership of our common stock could delay or prevent proxy contests, mergers, tender offers, open-market purchase programs, or other purchases of our common stock that might otherwise result in the opportunity for stockholders to realize a premium over the then-prevailing market price of our common stock. This concentration of ownership may also adversely affect our share price.

Thoma Bravo may pursue corporate opportunities independent of us that could present conflicts with our and our stockholders' interests.

Thoma Bravo is in the business of making or advising on investments in companies and holds (and may from time to time in the future acquire) interests in or provides advice to businesses that may directly or indirectly compete with our business or be suppliers or customers of ours. Thoma Bravo may also pursue acquisitions that may be complementary to our business and, as a result, those acquisition opportunities may not be available to us.

Our charter provides that none of our officers or directors who are also an officer, director, employee, partner, managing director, principal, independent contractor, or other affiliate of Thoma Bravo will be liable to us or our stockholders for breach of any fiduciary duty by reason of the fact that any such individual pursues or acquires a corporate opportunity for its own account or the account of an affiliate, as applicable, instead of us, directs a corporate opportunity to any other person, instead of us or does not communicate information regarding a corporate opportunity to us.

We do not intend to pay dividends on our common stock and, consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.

We have never declared or paid any dividends on our common stock. We intend to retain any earnings to finance the operation and expansion of our business, stock, and we do not anticipate paying any cash dividends in the foreseeable future. As a result, you may only receive a return on your investment in our common stock if the market price of our common stock increases. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

Our charter and bylaws contain anti-takeover provisions that could delay or discourage takeover attempts that stockholders may consider favorable.

Our charter and bylaws contain provisions that could delay or prevent a change in control of our company. These provisions could also make it difficult for stockholders to elect directors who are not nominated by the current members of our board of directors or take other corporate actions, including effecting changes in our management. These provisions include:

- a classified board of directors with three-year staggered terms, which could delay the ability of stockholders to change the membership of a majority of our board of directors;
- directors may only be removed for cause, and subject to the affirmative vote of the holders of 66 2/3% or more of our outstanding shares of capital stock then entitled to vote at a meeting of our stockholders called for that purpose;
- the ability of our board of directors to issue shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- allowing only our board of directors to fill vacancies on our board of directors, which prevents stockholders from being able to fill vacancies on our board of directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;

- the requirement that a special meeting of stockholders may be called only by our board of directors, the chair of our board of directors, our Chief Executive Officer or our president (in the absence of a Chief Executive Officer), which could delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors;
- the requirement for the affirmative vote of holders of at least 66 2/3% of the voting power of all of the then outstanding shares of the voting stock, voting together as a single class, to amend the provisions of our charter relating to the management of our business (including our classified board structure) or certain provisions of our bylaws, which may inhibit the ability of an acquirer to effect such amendments to facilitate an unsolicited takeover attempt;
- the ability of our board of directors to amend the bylaws, which may allow our board of directors to take additional actions to prevent an unsolicited takeover and inhibit the ability of an acquirer to amend the bylaws to facilitate an unsolicited takeover attempt;
- advance notice procedures with which stockholders must comply to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us; and
- a prohibition of cumulative voting in the election of our board of directors, which would otherwise allow less than a majority of stockholders to elect director candidates.

Our charter also contains a provision that provides us with protections similar to Section 203 of the Delaware General Corporation Law, and prevents us from engaging in a business combination, such as a merger, with an interested stockholder (i.e., a person or group who acquires at least 15% of our voting stock) for a period of three years from the date such person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. However, our charter also provides that transactions with Thoma Bravo, including the Thoma Bravo Funds, and any persons to whom any Thoma Bravo Fund sells its common stock, will be deemed to have been approved by our board of directors.

We may issue preferred stock, the terms of which could adversely affect the voting power or value of our common stock.

Our charter authorizes us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designations, preferences, limitations and relative rights, including preferences over our common stock respecting dividends and distributions, as our board of directors may determine. The terms of one or more classes or series of preferred stock could adversely impact the voting power or value of our common stock. For example, we might grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we might assign to holders of preferred stock could affect the residual value of our common stock.

Our bylaws designate certain specified courts as the sole and exclusive forum for certain disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Pursuant to our bylaws, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for state law claims for (1) any derivative action or proceeding brought on our behalf; (2) any action asserting a claim of, or a claim based on, a breach of a fiduciary duty owed by any of our directors, officers, or other employees to us or our stockholders; (3) any action asserting a claim pursuant to any provision of the Delaware General Corporation Law, our certificate of incorporation or our bylaws; (4) any action to interpret, apply, enforce, or determine the validity of our certificate of incorporation or bylaws; or (5) any action asserting a claim governed by the internal affairs doctrine (collectively, the "Delaware Forum Provision"). The Delaware Forum Provision does not apply to any causes of action arising under the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended. Act. Our bylaws further provide that, unless we consent in writing to the selection of an alternative forum, the U.S. federal district courts will be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act (the "Federal Forum Provision"). In addition, our bylaws provide that any person or entity purchasing or otherwise acquiring any interest in shares of our common stock is deemed to have notice of and consented to the foregoing provisions; provided, however, that stockholders cannot and will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder.

The Delaware Forum Provision and the Federal Forum Provision may impose additional litigation costs on stockholders in pursuing the claims identified above. Additionally, the Delaware Forum Provision and the Federal Forum Provision in our bylaws may limit our stockholders' ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage the filing of lawsuits against us and our directors, officers, and employees, even though an action, if successful, might benefit our stockholders. In addition, while the Delaware Supreme Court and other state courts have upheld the validity of federal forum selection provisions purporting to require claims under the Securities Act be brought in federal court, there is uncertainty as to whether courts in other states will enforce our Federal Forum Provision. If the Federal Forum Provision is found to be unenforceable in an action, we may incur additional costs associated with resolving such an action. The Federal Forum Provision may also impose additional litigation costs on stockholders who assert that the provision is not enforceable or invalid. The Court of Chancery of the State of Delaware or the U.S. federal district courts may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our stockholders.

General Risk Factors

A pandemic, epidemic or outbreak of an infectious disease, such as the COVID-19 pandemic, may materially affect how we and our customers are operating our businesses and our financial results.

We are subject to risks related to public health crises such as the COVID-19 pandemic. The COVID-19 pandemic, and policies and regulations implemented by governments in response to the COVID-19 pandemic, most of which have been lifted, have it, had a significant impact, both directly and indirectly, on global businesses and commerce and indirect effects, such as worker shortages and supply chain constraints continue to impact segments of the economy. constraints. Future global health concerns could also result in social, economic, and labor instability in the countries in which we or the third parties with whom we engage operate.

The impact to our business from any future pandemics or health epidemics depends on multiple factors that cannot be accurately predicted, such as its duration and scope, the extent and effectiveness of containment actions, the disruption caused by such actions, and the efficacy and rates of vaccines. Future pandemics or health epidemics could have severe impacts on our business and our customers' and prospective customers' businesses, for example, by adversely impacting their timing, ability, or willingness to spend on software platforms or purchase our offerings. Negative effects of pandemics, health epidemics, or infectious disease outbreaks on our customers or prospective customers could lead to pricing discounts or extended payment terms, reductions in the amount or duration of customers' subscription contracts or term licenses, or increase customer attrition rates. Any of the foregoing could adversely affect our productivity, employee morale, future sales, operating results, and overall financial performance. Pandemics,

health epidemics, or outbreaks of infectious diseases may also have the effect of heightening many of the other risks described in this "Risk Factors" section.

Climate change may have a long-term negative impact on our business.

The long-term effects of climate change on the global economy and the technology industry in particular are unclear. However, there are inherent climate-related risks such as natural disasters, floods, fire, infrastructure disruptions, and geopolitical instability that have the potential to disrupt and impact our business and the third parties with which we conduct business.

In addition, changes in federal and state legislation and regulation on climate change could result in increased capital expenditures to comply with these new laws. Numerous treaties, laws, and regulations have been enacted or proposed in an effort to regulate climate change, including regulations aimed at limiting greenhouse gas emissions and the implementation of "green" building codes. These laws and regulations may result in increased operating costs across various levels of our supply chain, which could cause us to increase costs to satisfy service obligations to our customers. We may also incur costs associated with increased regulations or investor requirements for increased **environmental and social sustainability** disclosures and reporting, including reporting requirements and standards or expectations regarding the environmental impacts of our business. The cost of compliance with, or failure to comply with, such laws and regulations could result in increased compliance costs, and any untimely or inaccurate disclosure could adversely affect our reputation, business, or financial performance.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

We have dedicated substantial resources to prevent and manage cybersecurity risk. We have administrative, technical, and physical security measures in place, as well as policies and procedures to require third parties to whom we transfer data to implement and maintain appropriate security measures. We proactively employ multiple methods at different layers of our systems which are designed to defend against intrusion and attack and protect our data. We also consider the threats and challenges that we and other companies face as cybersecurity attacks grow in frequency and complexity.

We have in the past been, and may in the future be, the target and victim of cybersecurity attacks. In general, security incidents have increased in sophistication and have become more prevalent across industries and may occur on our systems, or on the systems of third parties we use to host our solutions or SaaS solutions that we use in the operation of our business, or on those third party hosting platforms on which our customers' host their systems. Although we have taken significant measures to detect, effectively remediate, and prevent phishing and other attacks and security threats, we cannot be certain that our efforts will be effective to prevent and remediate all attacks and security threats. To date, we do not believe we have experienced any cybersecurity incidents that have materially affected or are reasonably likely to materially affect our business strategy, results of operations, or financial condition. See the "Risk Factors" section of this Annual Report for more information on material cybersecurity risks that we face.

Risk Management and Strategy

Cybersecurity risk management is integrated within our enterprise risk management ("ERM") program, which identifies, prioritizes as to likelihood and magnitude, and continuously monitors the various short-term and long-term risks that Dynatrace faces and how they are being addressed. In developing our cybersecurity risk management program, we are informed by industry benchmarks and standards, including the cybersecurity framework created by the National Institute of Standards and Technology ("NIST"). We also have various security-related certifications and authorizations, including ISO 27001, SOC 2 Type II, FedRAMP and StateRAMP.

We have an Information Security Office that is responsible for preventing, assessing, detecting, mitigating, and remediating cybersecurity risks. The Information Security Office, which is led by our Chief Information Security Officer ("CISO"), works cross-functionally with different business and corporate functions, as all Dynatrace employees are considered critical to our company's security. Our Information Security Office also partners with external organizations to maintain and enhance our cybersecurity systems and processes. Our Board of Directors and two of its committees are also involved in the oversight of our cybersecurity risk management. We discuss our CISO and the Board in more detail in the "Governance" section below.

Risk assessment and management- Our corporate and product security professionals assist in managing cybersecurity systems and in preventing, detecting, assessing, and resolving cybersecurity incidents. We build cybersecurity principles into our product development and system design, we have internal and external penetration testers who test our product platform and corporate systems, and we have a bug bounty program that can incentivize external security researchers who help us identify and fix bugs and vulnerabilities before they are exploited. Our internal audit team and our company's independent auditors periodically assess the effectiveness of certain of our cybersecurity-related controls. From time to time, we also engage external consultants and advisors to perform independent security testing and assessments and to assist with aspects of our cybersecurity program. We also utilize automated technology that alerts our security team of unusual activity in our corporate systems, product platform, and public-facing

systems. As part of our processes, we require applicable internal approvals for changes to security-critical aspects of our product platform and services.

Third-party risk management - We assess the cyber risk of potential third-party service vendors, partners, and other service providers. We evaluate third parties before onboarding and periodically afterwards or if we detect a significant change in their cyber risk rating. We also perform security assessments on third-party code libraries before internal use.

Incident response planning - We have an incident response plan that sets forth a structured process and approach for how we assess, respond to, and remediate cybersecurity incidents. Under the plan, our CISO, the Information Security Office, and any incident response team that may be formed, work with our legal team, our privacy office, and any other applicable internal teams and external resources to address and communicate about incidents to key stakeholders, including the Board and its Cybersecurity Committee. We review and test the plan from time to time to enhance management and Board preparedness in the event of a potential cybersecurity incident and to identify areas of continuous improvement.

Training and education - We require employees and contractors to complete data protection and security awareness training in connection with onboarding and annually thereafter. These trainings cover a wide range of topics, including, but not limited to, ransomware, impersonation attacks, data handling and privacy, fraud, phishing, and identity theft. From time to time, we also require supplemental training depending on an individual's role or job responsibilities. Our CISO also periodically presents on cybersecurity matters at company-wide meetings and with individual business and corporate functions.

Governance

Board oversight - Our Board of Directors, as a whole and through its committees, has responsibility for the oversight of our risk management. The Board is responsible to satisfy itself that the risk management processes designed and implemented by management are adequate and functioning as designed.

The Board has a standalone Cybersecurity Committee that is responsible for managing oversight of our cybersecurity-related investments, programs, plans, controls, and policies. The Cybersecurity Committee also provides feedback on cybersecurity-related matters, including, but not limited to, strategies, objectives, capabilities, initiatives, and policies. The Cybersecurity Committee meets during the year with the CISO and other members of our executive leadership team. In between meetings, the CISO periodically provides the Cybersecurity Committee with a written report on cybersecurity matters.

The Board's Audit Committee oversees our ERM program, which includes cybersecurity risk management as a focus area. The full Board also receives periodic reports from management on the ERM program.

The Chairs of the Cybersecurity Committee and the Audit Committee periodically update the full Board on specific committee-level topics and discussions. This enables the Board and its committees to coordinate the risk oversight role, particularly with respect to risk interrelationships.

From time to time, the CISO and other members of our executive leadership team discuss cybersecurity-related matters with the full Board at its scheduled meetings. Outside of scheduled meetings, management also periodically notifies or updates the Cybersecurity Committee or the Board, as appropriate, regarding certain types of cybersecurity incidents and matters.

Management's role - Management is responsible for assessing and managing our material cybersecurity risks, practices and policies on a day-to-day basis.

Our CISO, who reports to the Chief Financial Officer, leads the Information Security Office and our cybersecurity program. Our CISO has worked in information technology and cybersecurity roles for more than three decades and has led our program since 2018. As part of his role, our CISO is responsible for communicating and coordinating cybersecurity-related matters with the Board and the Cybersecurity Committee (as discussed above) and our executive leadership team. For example, our CISO collaborates with the Chief Technology Officer and the Chief Legal Officer on cybersecurity measures throughout the organization and the CISO works with the Chief Product Officer in connection with the introduction or updating of security features for the Dynatrace platform and our services.

The Information Security Office is comprised of professionals who collectively have significant experience in a wide range of cybersecurity matters, including threat assessment and detection, incident response, and risk management. The Information Security Office works with Dynatrace's other business and corporate functions and keeps the CISO informed and updated regarding key cybersecurity-related matters in accordance with our internal reporting processes.

ITEM 2. PROPERTIES

Our corporate headquarters is located in Waltham, Massachusetts and consists of approximately 60,000 square feet of space under a lease that expires in September 2027. In addition to our headquarters, we lease approximately 47,000 square feet of space in Detroit, Michigan, approximately 28,000 square feet of space in Maidenhead, England, and approximately 26,000 square feet of space in Denver, Colorado for sales and customer support. Our primary research and development facilities are facility is located in Linz, Austria Vienna, Austria, Gdansk, Poland, and Barcelona, Spain, and consist consists of approximately 96,000, 67,000, 57,000, and 36,000 93,000 square feet respectively, of space under a lease that expires in 2036. In 2026, we plan to expand our Linz campus by an additional 187,000 square feet of space. We also lease other facilities in the United States and internationally, internationally, the largest of which in the United States are in Denver, Colorado and Detroit, Michigan, and the largest of which internationally are in Vienna, Austria and Gdansk, Poland. We believe that our facilities are adequate to meet our needs for the immediate future and that we will be able to secure additional space to accommodate expansion of our operations.

ITEM 3. LEGAL PROCEEDINGS

We are, from time to time, party to legal proceedings and subject to claims in the ordinary course of business. Although the outcome of legal proceedings and claims cannot be predicted with certainty, we currently believe that the resolution of any such matters will not have a material adverse effect on our business, operating results, financial condition, or cash flows. Regardless of the outcome, legal proceedings and claims can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II - OTHER INFORMATION

ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information for Common Stock

Our common stock has been listed on the New York Stock Exchange under the symbol “DT” since August 1, 2019. Prior to that date, there was no public trading market for our common stock.

Holders of Record

As of May 22, 2023 May 20, 2024, there were 53 41 stockholders of record of our common stock. We believe a substantially greater number of beneficial owners hold shares through brokers, banks or other nominees.

Dividend Policy

We have never declared or paid any cash dividend on our common stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not expect to pay any dividends on our common stock in the foreseeable future. Any future determination to declare dividends will be made at the discretion of our board of directors, subject to applicable laws, and will depend on a number of factors, including our financial condition, results of operations, capital requirements, contractual restrictions, general business conditions and other factors that our board of directors may deem relevant. In addition, our credit facility places restrictions on the ability of our subsidiaries to pay cash dividends or make distributions to us.

Securities Authorized for Issuance under Equity Compensation Plans

Information required by Item 5 of Form 10-K regarding our Equity Compensation Plans is incorporated herein by reference to Item 12, “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters,” of this Annual Report.

Performance Graph

The following shall not be deemed “filed” for purposes of Section 18 of the Exchange Act or incorporated by reference into any of our other filings under the Exchange Act or the Securities Act.

The performance graph below compares the cumulative total stockholder return on our common stock with the cumulative total return on the S&P 500 Index and the S&P 500 Information Technology Index. The graph assumes \$100 was invested at the market close on August 1, 2019, which was our initial trading date, in our common stock. Data for the S&P 500 Index and the S&P 500 Information Technology Index assume reinvestment of dividends.

The comparisons in the graph below are based upon historical data and are not indicative of, nor intended to forecast, future performance of our common stock.

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| | | Base Period | | | | | | | | | |
|--------------------------------|--------------------------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | | 8/1/2019 | 3/31/2020 | 3/31/2021 | 3/31/2022 | 3/31/2023 | | | | | |
| | | Base Period | | | | | | | | | |
| | | 8/1/2019 | | | | | | | | | |
| | | 8/1/2019 | | | | | | | | | |
| | | 8/1/2019 | | | | | 3/31/2020 | 3/31/2021 | 3/31/2022 | 3/31/2023 | 3/31/2024 |
| Dynatrace, Inc. | Dynatrace, Inc. | \$100.00 | \$ 99.96 | \$ 202.26 | \$ 197.48 | \$ 177.36 | | | | | |
| S&P 500 | S&P 500 | \$100.00 | \$ 87.51 | \$ 134.51 | \$ 153.39 | \$ 139.13 | | | | | |
| S&P 500 Information Technology | S&P 500 Information Technology | \$100.00 | \$ 100.32 | \$ 165.35 | \$ 198.19 | \$ 187.19 | | | | | |

Unregistered Sales of Equity Securities

None.

Use of Proceeds

None.

Issuer Purchases of Equity Securities

None.

Please see the "Overview - Recent Developments" section of Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Annual Report for information regarding the share repurchase program that we announced on May 15, 2024.

ITEM 6. RESERVED

Not applicable.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes appearing elsewhere in this Annual Report on Form 10-K. The following discussion and analysis contains forward-looking statements that involve risks and uncertainties. When reviewing the discussion below, you should keep in mind the substantial risks and uncertainties that could impact our business. In particular, we encourage you to review the risks and uncertainties described in the section titled "Risk Factors" under Part I, Item 1A. in this Annual Report on Form 10-K. These risks and uncertainties could cause actual results to differ materially from those projected in forward-looking statements contained in this report or implied by past results and trends. Our fiscal year ends on March 31. Our historical results are not necessarily indicative of the results that may be expected for any period in the future.

Overview

Dynatrace offers a the only end-to-end unified platform that combines broad and deep observability and continuous runtime application security platform with analytics advanced AI for IT operations to provide answers and intelligent automation from data at its core, purpose-built for dynamic, hybrid, multicloud environments, an enormous scale. Our comprehensive solutions help IT, development, security, and business operations teams at global organizations simplify modernize and automate cloud complexity, innovate operations, deliver software faster and do more with less securely, and provide significantly improved digital experiences.

Many of the world's largest organizations trust the Dynatrace platform to accelerate digital transformation. We have been seeing increased demand for large, strategic deals in which customers' business criteria drive broader technology architecture decisions. At the modern cloud.

same time, workloads continue migrating to the cloud as customers seek the agility, flexibility, and rapid technology advancements that can prove elusive in on-premises data center environments. AI has been sweeping across industries and exploding in relevancy and criticality as organizations desire significant advancements in innovation, productivity, and performance. The escalating cybersecurity threat landscape is also increasing the need for more sophisticated protection. The confluence of these megatrends in dynamic hybrid, multicloud environments brings a scale and frequency of change that is exponentially greater than that of just a few years ago. As enterprises and public sector institutions embrace modern cloud environments as the underlying foundation of their business and digital transformations, we believe that the scale, growing complexity, and dynamic nature of these environments are rapidly making solutions such as the Dynatrace® Dynatrace platform mandatory instead of optional for many organizations. Our Dynatrace® platform combines the only fully unified end-to-end solution for comprehensive observability and continuous runtime application security together with advanced AIOps to provide answers and intelligent automation from data at enormous scale. This approach enables IT, development, security, and business operations teams to modernize and automate operations, deliver software faster and more securely, and provide better digital experiences.

We take Dynatrace® Dynatrace to market through a combination of our global direct sales team and a network of partners, including global system integrators, GSIs, cloud providers, (such as AWS, Azure, and GCP), resellers and technology alliance partners. We target the largest 15,000 global enterprise accounts, which generally have annual revenues in excess of \$1 billion, which we believe see more value from our integrated full-stack platform.

All of our offerings leverage the Dynatrace® observability and security platform to provide APM, runtime application security, infrastructure monitoring, log management and analytics, DEM, digital business analytics, and cloud automation in an easy-to-use, highly automated, all-in-one solution.

We generate revenue primarily by selling subscriptions, which we define as SaaS agreements, Dynatrace® term-based licenses, Dynatrace® perpetual licenses, and maintenance and support agreements.

The majority of our customers deploy Dynatrace® Dynatrace as a SaaS solution to get the latest Dynatrace® Dynatrace features and updates with greatly reduced administrative effort. Our SaaS solution provides customers with the ability to scale up and down rapidly, without having to purchase, provision, and manage their hardware. We also provide options to deploy our platform in customer-provisioned infrastructure.

During our fiscal 2024, we introduced a new version of the DPS licensing model which provides customers with more modern pricing with flexibility and transparency. Under the DPS model, a customer makes a minimum annual spend commitment at the edge platform level and then consumes that commitment based on actual usage and a straightforward rate card. Any platform capability can be used in customer-provisioned infrastructure, which we refer to as Dynatrace Managed. This offering allows customers any quantity at any time based on the flexibility to maintain control of the environment where their data resides, whether in the cloud or on-premises, combining the simplicity of SaaS with the ability to adhere to their own data security and sovereignty requirements. Our Mission Control center automatically upgrades all Dynatrace® instances and offers on-premises cluster customers auto-deployment options that suit their specific enterprise management processes, customer's evolving needs.

The Dynatrace® Dynatrace platform has been commercially available since 2016 and is the primary offering that we sell.

Fiscal 2023 2024 Financial Highlights

We delivered strong fiscal 2023 2024 financial results in a dynamic macroeconomic environment, demonstrating the durability of our business model.

- Our annual recurring revenue ("ARR") was \$1,247 million \$1,504 million as of March 31, 2023 March 31, 2024, which reflected 25% 21% growth year-over-year;

- For the full year ended **March 31, 2023** **March 31, 2024**, we were once again profitable and delivered solid operating income;
- As of **March 31, 2023** **March 31, 2024**, we had approximately **\$555 million** **\$883 million** of cash, and cash equivalents, and investments and no long-term debt; and
- Dynatrace®** **Dynatrace** customers increased to **more than** approximately 4,000 as of March 31, 2024 from approximately 3,600 as of March 31, 2023 **from approximately 3,300 as of March 31, 2022**.

We believe in a disciplined and balanced approach to operating our business. We plan to continue driving innovation to meet customers' needs and grow our customer base. We also plan to invest in future growth opportunities that we expect will drive long-term value, while leveraging our global partner ecosystem, optimizing costs, and improving efficiency and profitability.

We believe this approach is even more important at this time as we navigate **a rapidly evolving and uncertain** **the current** macroeconomic environment, which can include geopolitical considerations, fluctuations in credit, equity, and foreign currency markets, changes in inflation, interest rates, consumer confidence and spending, and other factors that may affect the buying patterns of our customers and prospective customers, including the size of transactions and length of sales cycles. **While in the ongoing dynamic macroeconomic landscape**, we continue to **close deals**, customers continue to be cautious **factor a challenging climate**. We have seen resiliency in their spending, with tighter budget scrutiny. We expect that the elongation of sales cycles that we experienced in the second half of our fiscal 2023 will persist throughout our fiscal 2024. Although **macroeconomic uncertainty persists**, **industry and** we remain confident in our ability to execute in this environment. Please see the section titled "Risk Factors" included under Part I, Item 1A for further discussion of the possible impact of macroeconomic conditions on our **business**, **business and** regarding fluctuations in our annual and quarterly operating results.

Key Factors Affecting Our Performance

Our historical financial performance has been, and we expect our financial performance in the future to be, driven by our ability to:

- Extend our technology and market leadership position.** We intend to maintain our position as the market-leading unified observability and security platform through increased investment in research and development, and **continued** innovation. We **expect plan** to **focus on expanding** **expand** the functionality of our **unified end-to-end** Dynatrace® **platform** and investing in capabilities that address new market opportunities. We also plan to **continue evolving** **evolve** our **causal** AI capabilities to drive **differentiation through precise answers and broad-based automation**. **differentiation**. We believe this strategy will enable new growth opportunities and allow us to **continue** to deliver differentiated high-value outcomes to our customers.
- Grow** **Expand and strengthen our customer base.** We intend to drive new customer growth by expanding our direct sales force focused on the largest 15,000 global enterprise accounts, which generally have annual revenues in excess of \$1 billion. In addition, we plan to leverage our global partner ecosystem to add new customers in geographies where we have direct coverage and work jointly **relationships** with our partners.
- Increase penetration within existing customers.** We plan to **continue** to increase the penetration within our existing customers by establishing **establish** new and deeper relationships within our **existing** customers' organizations (notably, development teams) and **expanding** **expand** the breadth of our platform capabilities to provide for **continued cross-selling** **expansion** opportunities. In addition, we believe the ease of implementation **for Dynatrace® of Dynatrace** provides us **with** the opportunity to expand adoption within our existing enterprise customers, across new customer applications, and into additional business units or divisions. **Once** **While still in its early stages**, we also believe that our DPS licensing model will drive further expansion opportunities for customers **are on that** prefer the **Dynatrace®** platform, we have seen significant **dollar-based net retention rate expansion due to the ease** **flexibility and predictability of use and power of our platform**, **pricing under that model**.
- Enhance** **Grow our strategic partner ecosystem**. **customer base.** We intend to **continue** drive new customer growth through a focus on the largest 15,000 global enterprise accounts, which generally have annual revenues in excess of \$1 billion and more complex IT ecosystems and cloud environments. In particular, we are increasing the focus of our sales force on the largest 500 global companies and strategic enterprise accounts. In addition, we plan to expand our reach internationally to what we believe are large, mostly untapped markets for our company, while leveraging our sector specialization globally.
- Leverage our strategic partner ecosystem.** We intend to invest in our strategic partner ecosystem, with a particular emphasis on **building** cloud-focused, **loyal and comprehensive** partnerships with GSIs and hyperscaler cloud providers. These strategic partners continually work with their customers to help them digitally transform their businesses and reduce cloud complexity. By working more closely with strategic partners, our objective is to participate in digital transformation projects earlier in the purchasing cycle and enable customers to establish more resilient cloud deployments from the start.

Recent Developments

On May 15, 2024, we announced a share repurchase program for up to \$500 million of common stock. We are not obligated to acquire a specific number of shares. The repurchase program does not have a time limit and may be suspended, modified, or terminated at any time, without prior notice. We plan on funding repurchases with our current cash and cash equivalents and future cash flows.

Key Metrics

In addition to our U.S. GAAP financial information, we **monitor use** the following key metrics to help us measure and evaluate **the effectiveness of our operations**; **business and performance** and to help us identify trends affecting our operations.

| As of | | | | | | | |
|-----------------|------------|-----------|-----------|-----------------|------------|-----------|-----------|
| 3/31/2023 | 12/31/2022 | 9/30/2022 | 6/30/2022 | 3/31/2022 | 12/31/2021 | 9/30/2021 | 6/30/2021 |
| As of March 31, | | | | As of March 31, | | | |
| 2024 | | | | 2024 | 2023 | 2022 | |

| | | | | | | | | | | | | | | | | | | | |
|---------------------------------|---------------------------------|-------------|-------------|-------------|-------------|-----------|-----------|-----------|-----------|---------------------------------|------|------|-------|--|--|--|--|--|--|
| Total ARR (in thousands) | Total ARR (in thousands) | \$1,246,681 | \$1,162,591 | \$1,064,951 | \$1,031,284 | \$995,121 | \$929,906 | \$863,863 | \$823,222 | | | | | | | | | | |
| Dollar-based Net Retention Rate | Dollar-based Net Retention Rate | 119 % | 119 % | 120%+ | 120%+ | 120%+ | 120%+ | 120%+ | 120%+ | Dollar-based Net Retention Rate | 111% | 119% | 120%+ | | | | | | |

Annual Recurring Revenue ("ARR"): **Revenue:** We define ARR as the daily revenue of all subscription agreements that are actively generating revenue as of the last day of the reporting period multiplied by 365. We exclude from our calculation of ARR any revenues derived from month-to-month agreements and/or product usage overage billings, where customers are billed in arrears based on product usage. Total ARR was \$1,247 million as of March 31, 2023. Over the past year, Total ARR has grown by \$252 million, or 25%.

Dollar-based Net Retention Rate: We define the dollar-based net retention rate as the Dynatrace® ARR at the end of a reporting period for the cohort of Dynatrace® accounts as of one year prior to the date of calculation, divided by the Dynatrace® ARR one year prior to the date of calculation for that same cohort. Our dollar-based net retention rate reflects customer renewals, expansion, contraction and churn, and excludes the benefit of Dynatrace® Dynatrace ARR resulting from the conversion of Classic products to the Dynatrace® Dynatrace platform. Beginning in fiscal 2023, we began to exclude the headwind associated with the Dynatrace perpetual license

ARR given the diminishing impact of perpetual license ARR. We believe that eliminating the perpetual license headwind will result results in a dollar-based net retention rate metric that better reflects Dynatrace's ability to expand existing customer relationships. Dollar-based net retention rate is presented on a constant currency basis.

Key Components of Results of Operations

Revenue

Revenue includes subscriptions and services (and previously included licenses, as discussed below), services.

Subscription. Our subscription revenue consists of (i) SaaS agreements, (ii) Dynatrace® term-based licenses which are recognized ratably over the contract term, (iii) Dynatrace® perpetual licenses that are recognized ratably over the term of the expected optional maintenance renewals, which is generally three years, and (iv) maintenance and support agreements. We typically invoice SaaS subscription fees and term licenses annually in advance and recognize subscription revenue ratably over the term of the applicable agreement, provided that all other revenue recognition criteria have been satisfied. Fees for our Dynatrace® perpetual licenses are generally billed up front. See the section titled "Critical Accounting Policies and Estimates—Revenue Recognition" for more information.

During the fourth quarter of fiscal 2023, we reclassified license revenue, which is recognized from sales of perpetual and term-based licenses of our Classic products, of \$0.1 million and \$1.5 million for the years ended March 31, 2022 and 2021, respectively, from "License" to "Subscription" revenue. There was no revenue from Classic products for the year ended March 31, 2023. Our Classic products were sunset as of April 1, 2021, and thereafter were only sold to existing customers. Prior periods have been revised to conform to the current period presentation. See Note 2, Significant Accounting Policies, of our audited consolidated financial statements included in this Annual Report for a description of the change in presentation.

Service. Service revenue consists of revenue from helping our customers deploy our software in highly complex operational environments and training their personnel. We recognize the revenues associated with these professional services on a time and materials basis as we deliver the services or provide the training. We generally recognize the revenues associated with our services in the period the services are performed, provided that collection of the related receivable is reasonably assured.

Cost of Revenue

Cost of subscription. Cost of subscription revenue includes all direct costs to deliver and support our subscription products, including salaries, benefits, bonuses, share-based compensation and related expenses such as employer taxes, third-party hosting fees related to our cloud services, allocated overhead for depreciation of equipment, facilities, and IT, and amortization of internally developed capitalized software technology. We recognize these expenses as they are incurred.

Cost of service. Cost of service revenue includes salaries, bonuses, benefits, share-based compensation, and related expenses such as employer taxes for our services organization, allocated overhead for depreciation of equipment, facilities, and IT. We recognize these expenses as they are incurred.

Amortization of acquired technology. Amortization of acquired technology includes amortization expense for technology acquired in the Thoma Bravo Funds' acquisition of the Company our company in 2014, business combinations and business combinations. asset acquisitions. To the extent significant future acquisitions are consummated, we expect that our amortization of acquired technologies may increase due to additional non-cash charges associated with the amortization of intangible assets acquired.

Gross Profit and Gross Margin

Gross profit is revenue less cost of revenue, and gross margin is gross profit as a percentage of revenue. Gross profit has been and will continue to be affected by various factors, including the mix of our subscription and service and other revenue, the costs associated with third-party cloud-based hosting services for our cloud-based subscriptions, and the extent to which we expand our customer support and services organizations. We expect that our gross margin will fluctuate from period to period depending on the interplay of these various factors.

Operating Expenses

Personnel costs, which consist of salaries, benefits, bonuses, share-based compensation and, with regard to sales and marketing expenses, sales commissions, are the most significant component of our operating expenses. We also incur other non-personnel costs, such as an allocation of our general overhead **expenses, expenses, including depreciation of equipment, facilities, IT, and other costs.**

During the fourth quarter of fiscal 2023, we refined our methodology used to allocate depreciation expense for certain property and equipment to better align the expense with the related use of the property and equipment. This has been retrospectively applied to **periods beginning on April 1, 2022, fiscal 2023.** See Note 2, Significant Accounting Policies, of our audited consolidated financial statements included in this Annual Report for **a description of the reclassification, further information.**

Research and development. Research and development expenses primarily consist of the cost of programming personnel. We focus our research and development efforts on developing new solutions, core technologies, and to further enhance the functionality, reliability, performance and flexibility of existing solutions. We believe that our software development teams and our core technologies represent a significant competitive advantage for us and we expect that our research and development expenses will continue to increase in absolute dollars as we invest in research and development headcount to further strengthen and enhance our solutions.

Sales and marketing. Sales and marketing expenses primarily consist of personnel **and facility-related costs** for our sales, marketing, and business development personnel, commissions earned by our sales personnel, and the cost of marketing and business development programs. We expect that sales and marketing expenses will continue to increase in absolute dollars as we continue to hire additional sales and marketing personnel and invest in marketing programs.

General and administrative. General and administrative expenses primarily consist of the personnel and facility-related costs for our executive, finance, legal, human resources and administrative personnel, and other corporate expenses, including those associated with our ongoing public reporting obligations. We anticipate continuing to incur additional expenses as we continue to invest in the growth of our **operations, as well as incur ongoing costs primarily associated with other transactional activities and the compliance of being a publicly traded company, operations.**

Amortization of other intangibles. Amortization of other intangibles primarily consists of amortization of customer relationships and capitalized software and tradenames.

Restructuring and other. **Restructuring and other expenses primarily consist of various restructuring activities we have undertaken to achieve strategic and financial objectives. Restructuring activities include, but are not limited to, product offering cancellation and termination of related employees, office relocation, administrative cost of structure realignment, and consolidation of resources.**

Other Expense, Interest Income (Expense), Net

Other expense, Interest income (expense), net, consists primarily of interest **income primarily from money market funds, bank deposits, debt securities held as investments and certificates of deposits, interest expense on our former term loan facility, fees on our revolving credit facility, loss on debt extinguishment and amortization of debt issuance costs.**

Other (Expense) Income, Net

Other (expense) income, net, consists primarily of foreign currency realized and unrealized gains and losses related to the impact of transactions denominated in a foreign currency, including balances between subsidiaries. **Interest expense, net of interest income,** consists primarily of interest on our former term loan facility, fees on our revolving credit facility, **loss on debt extinguishment, and amortization of debt issuance costs.**

Income Tax Expense (Expense) Benefit

Our income tax expense, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We are subject to income taxes in both the United States and numerous foreign jurisdictions. Significant judgments and estimates are required in determining the consolidated income tax expense.

Our income tax rate varies from the U.S. federal statutory rate mainly due to (1) **a change in the Company's assessment of realization of certain tax benefits previously subject to a valuation allowance in the U.S., foreign derived intangibles deduction,** (2) the generation of U.S. foreign tax credits, and (3) **the foreign derived intangibles deduction, share-based compensation windfalls,** partially offset by (4) foreign withholding taxes, **(5) nondeductible executive compensation,** and **(5) an increase in uncertain tax positions. (6) foreign earnings taxed at rates higher than the U.S. statutory rate.** We expect this fluctuation in income tax rates, as well as its potential impact on our results of operations, to continue.

Internal Revenue Code ("IRC") Section 174

For tax years beginning on or after January 1, 2022, the Tax Cuts and Jobs Act of 2017 **eliminates eliminated** the option to currently deduct research and development expenses and requires taxpayers to capitalize and amortize them over five years for research activities performed in the United States and **fifteen 15** years for research activities performed outside the United States pursuant to IRC Section 174. This law change **will increase increases** our U.S. federal and state cash taxes and **reduce reduces** cash flows in fiscal year 2024 and future years.

Share-based compensation

The tax effects of the accounting for share-based compensation may significantly impact our effective tax rate from period to period. In periods in which our share price differs from the grant price of the share-based awards vesting or exercised in that period, we will recognize excess tax benefits or deficiencies that will impact our effective tax rate. The amount and value of share-based compensation issued relative to our earnings in a particular period will also affect the magnitude of the impact of share-based compensation on our effective tax rate. These tax effects are dependent on our share price, which we do not control, and a decline in our share price could significantly increase our effective tax rate and adversely affect our financial results.

Results of Operations

The following tables set forth our results of operations for the periods presented:

| | | Fiscal Year Ended March 31, | | | | | | | | | | | |
|-------------------------------------|-------------------------------------|------------------------------------|---------|-----------|---------|-----------|---------|-------------------------------------|-----------|------|-------------|-----------|--|
| | | 2023 | | 2022 | | 2021 | | | | | | | |
| | | Amount | Percent | Amount | Percent | Amount | Percent | | | | | | |
| | | (in thousands, except percentages) | | | | | | | | | | | |
| Fiscal Year Ended March 31, | | | | | | | | 2024 | | 2023 | | | |
| | | Amount | | Percent | | Amount | | | | | | | |
| | | (in thousands, except percentages) | | | | | | | | | | | |
| Revenue: | Revenue: | | | | | | | | | | | | |
| Subscription | Subscription | | | | | | | | | | | | |
| Subscription | Subscription | \$1,083,330 | 94 % | \$870,439 | 94 % | \$656,626 | 93 % | \$ 1,359,354 | 95 | 95 % | \$1,083,330 | | |
| Service | Service | 75,200 | 6 % | 59,006 | 6 % | 46,883 | 7 % | | | | | | |
| Service | Service | | | | | | | | | | | | |
| Service | Service | | | | | | | 71,176 | | 5 % | 75,200 | | |
| Total revenue | Total revenue | 1,158,530 | 100 % | 929,445 | 100 % | 703,509 | 100 % | Total revenue | 1,430,530 | 100 | 100 % | 1,158,530 | |
| Cost of revenue: | Cost of revenue: | | | | | | | | | | | | |
| Cost of subscription | Cost of subscription | | | | | | | | | | | | |
| Cost of subscription | Cost of subscription | 144,445 | 12 % | 111,646 | 12 % | 77,488 | 11 % | 184,765 | 13 | 13 % | 144,445 | | |
| Cost of service | Cost of service | 62,882 | 6 % | 45,717 | 5 % | 34,903 | 5 % | Cost of service | 65,423 | 5 | 5 % | 62,882 | |
| Amortization of acquired technology | Amortization of acquired technology | 15,564 | 1 % | 15,513 | 2 % | 15,317 | 2 % | Amortization of acquired technology | 16,265 | 1 | 1 % | 15,564 | |
| Total cost of revenue (1) | Total cost of revenue (1) | 222,891 | 19 % | 172,876 | 19 % | 127,708 | 18 % | Total cost of revenue (1) | 266,453 | 19 | 19 % | 222,891 | |
| Gross profit | Gross profit | 935,639 | 81 % | 756,569 | 81 % | 575,801 | 82 % | Gross profit | 1,164,077 | 81 | 81 % | 935,639 | |
| Operating expenses: | Operating expenses: | | | | | | | | | | | | |
| Research and development (1) | Research and development (1) | 218,349 | 19 % | 156,342 | 17 % | 111,415 | 16 % | | | | | | |
| Research and development (1) | Research and development (1) | | | | | | | 304,739 | | 21 % | 218,349 | | |
| Sales and marketing (1) | Sales and marketing (1) | 448,015 | 39 % | 362,116 | 39 % | 245,487 | 35 % | Sales and marketing (1) | 534,233 | 37 | 37 % | 448,015 | |
| General and administrative (1) | General and administrative (1) | 150,031 | 13 % | 126,622 | 14 % | 92,219 | 13 % | General and administrative (1) | 174,412 | 12 | 12 % | 150,172 | |
| Amortization of other intangibles | Amortization of other intangibles | 26,292 | 2 % | 30,157 | 3 % | 34,744 | 5 % | Amortization of other intangibles | 22,293 | 2 | 2 % | 26,292 | |
| Restructuring and other | | 141 | | 25 | | 40 | | | | | | | |
| Total operating expenses | Total operating expenses | | | | | | | | | | | | |
| Total operating expenses | Total operating expenses | 842,828 | | 675,262 | | 483,905 | | | | | | | |

| | | | | |
|--------------------------------|----------------------------|------------|-----------|-----------|
| Income from operations | Income from operations | 92,811 | 81,307 | 91,896 |
| Other expense, net | | (2,844) | (9,648) | (14,043) |
| Income from operations | | | | |
| Income from operations | | | | 128,400 |
| Interest income (expense), net | | | | 9 % |
| Other (expense) income, net | | | | 92,811 |
| Other (expense) income, net | | | | |
| Other (expense) income, net | | | | |
| Income before income taxes | Income before income taxes | 89,967 | 71,659 | 77,853 |
| Income tax benefit (expense) | | 17,992 | (19,208) | (2,139) |
| Income before income taxes | | | | |
| Income before income taxes | | | | |
| Income tax (expense) benefit | | | | |
| Income tax (expense) benefit | | | | |
| Income tax (expense) benefit | | | | |
| Net income | Net income | \$ 107,959 | \$ 52,451 | \$ 75,714 |
| Net income | | | | |
| Net income | | | | |

(1) Includes share-based compensation expense as follows:

| | | Fiscal Year Ended March 31, | | |
|--|--|-----------------------------|----------|----------|
| | | 2023 | 2022 | 2021 |
| | | (in thousands) | | |
| | | Fiscal Year Ended March 31, | | |
| | | 2024 | 2024 | 2023 |
| | | Fiscal Year Ended March 31, | | |
| | | 2024 | 2023 | 2022 |
| | | (in thousands) | | |
| Cost of revenue | Cost of revenue | \$ 18,383 | \$12,863 | \$ 7,307 |
| Research and development | Research and development | 41,406 | 21,316 | 11,684 |
| Research and development | | | | |
| Research and development | | | | |
| Sales and marketing | | | | |
| Sales and marketing | | | | |
| Sales and marketing | Sales and marketing | 51,147 | 35,957 | 24,153 |
| General and administrative | General and administrative | 35,938 | 29,400 | 14,640 |
| General and administrative | | | | |
| General and administrative | | | | |
| Total share-based compensation expense | Total share-based compensation expense | \$146,874 | \$99,536 | \$57,784 |
| Total share-based compensation expense | | | | |
| Total share-based compensation expense | | | | |

Fiscal Years Ended March 31, 2024 and 2023

Revenue

| | Fiscal Year Ended March 31, | | Change | |
|------------------------------------|-----------------------------|--------------|------------|---------|
| | 2024 | 2023 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Subscription | \$ 1,359,354 | \$ 1,083,330 | \$ 276,024 | 25 % |
| Service | 71,176 | 75,200 | (4,024) | (5 %) |
| Total revenue | \$ 1,430,530 | \$ 1,158,530 | \$ 272,000 | 23 % |

Subscription

Subscription revenue increased by \$276.0 million, or 25%, for the year ended March 31, 2024, as compared to the year ended March 31, 2023, primarily due to the growing adoption of the Dynatrace platform by new customers combined with existing customers expanding their use of our solutions. Changes in foreign currency exchange rates positively impacted our revenue by \$14.1 million.

Service

Service revenue decreased by \$4.0 million, or 5%, for the year ended March 31, 2024, as compared to the year ended March 31, 2023. The decrease was primarily due to timing of delivery of services.

Cost of Revenue

| | Fiscal Year Ended March 31, | | Change | |
|-------------------------------------|-----------------------------|------------|-----------|---------|
| | 2024 | 2023 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Cost of subscription | \$ 184,765 | \$ 144,445 | \$ 40,320 | 28 % |
| Cost of service | 65,423 | 62,882 | 2,541 | 4 % |
| Amortization of acquired technology | 16,265 | 15,564 | 701 | 5 % |
| Total cost of revenue | \$ 266,453 | \$ 222,891 | \$ 43,562 | 20 % |

Cost of subscription

Cost of subscription increased by \$40.3 million, or 28%, for the year ended March 31, 2024 as compared to the year ended March 31, 2023. The increase was primarily due to higher personnel costs of \$15.5 million to support the growth of our subscription cloud-based and higher share-based compensation expense of \$7.0 million. Also contributing to the increase were higher cloud-based hosting costs and subscriptions of \$12.2 million to support the growth of the business and related infrastructure and higher depreciation expense of \$3.1 million.

Cost of service

Cost of service increased by \$2.5 million, or 4%, for the year ended March 31, 2024 as compared to the year ended March 31, 2023. The increase was primarily the result of increased professional fees of \$2.7 million and higher share-based compensation expense of \$1.3 million. Slightly offsetting this increase were third-party professional services of \$1.5 million.

Amortization of acquired technologies

For the years ended March 31, 2024 and 2023, amortization of acquired technologies was primarily related to amortization expense for technology acquired in connection with Thoma Bravo's acquisition of our company in 2014.

Gross Profit and Gross Margin

| | Fiscal Year Ended March 31, | | Change | |
|-------------------------------------|-----------------------------|------------|------------|---------|
| | 2024 | 2023 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Gross profit: | | | | |
| Subscription | \$ 1,174,589 | \$ 938,885 | \$ 235,704 | 25 % |
| Service | 5,753 | 12,318 | (6,565) | (53 %) |
| Amortization of acquired technology | (16,265) | (15,564) | (701) | 5 % |
| Total gross profit | \$ 1,164,077 | \$ 935,639 | \$ 228,438 | 24 % |
| Gross margin: | | | | |

| | | |
|-------------------------------------|---------|---------|
| Subscription | 86 % | 87 % |
| Service | 8 % | 16 % |
| Amortization of acquired technology | (100 %) | (100 %) |
| Total gross margin | 81 % | 81 % |

Subscription

Subscription gross profit increased by \$235.7 million, or 25%, during the year ended March 31, 2024 compared to the year ended March 31, 2023. Subscription gross margin decreased from 87% to 86% of total gross margin during the years ended March 31, 2024 and March 31, 2023. The increase in gross profit was primarily due to the growth of the Dynatrace platform by new customers combined with existing customers expanding their use of our solutions.

Service

Service gross profit decreased by \$6.6 million, or 53%, during the year ended March 31, 2024 compared to the year ended March 31, 2023. Service gross margin decreased from 16% to 8% of total gross margin during the year ended March 31, 2024 compared to the year ended March 31, 2023. The decrease in gross profit and gross margin was primarily due to higher personnel and share-based compensation expense.

Operating Expenses

| | Fiscal Year Ended March 31, | | Change | |
|------------------------------------|-----------------------------|------------|------------|---------|
| | 2024 | 2023 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Operating expenses: | | | | |
| Research and development | \$ 304,739 | \$ 218,349 | \$ 86,390 | 40 % |
| Sales and marketing | 534,233 | 448,015 | 86,218 | 19 % |
| General and administrative | 174,412 | 150,172 | 24,240 | 16 % |
| Amortization of other intangibles | 22,293 | 26,292 | (3,999) | (15 %) |
| Total operating expenses | \$ 1,035,677 | \$ 842,828 | \$ 192,849 | 23 % |

Research and development

Research and development expenses increased \$86.4 million, or 40%, for the year ended March 31, 2024 as compared to the year ended March 31, 2023. The increase was primarily due to increased personnel and other costs to expand our product offerings of \$51.8 million, and higher share-based compensation expense of \$28.1 million. Also contributing to the increase were higher cloud-based hosting costs of \$7.2 million.

Sales and marketing

Sales and marketing expenses increased by \$86.2 million, or 19%, for the year ended March 31, 2024, as compared to the year ended March 31, 2023, primarily driven by increased personnel costs of \$50.4 million and higher share-based compensation expense of \$14.6 million. Also contributing to the increase was higher commission expense of \$14.4 million and increased advertising costs of \$8.8 million.

General and administrative

General and administrative expenses increased by \$24.2 million, or 16%, for the year ended March 31, 2024, as compared to the year ended March 31, 2023, primarily due to higher share-based compensation expense of \$11.0 million. Also contributing to the increase were higher professional fees of \$7.9 million and higher IT expenses of \$6.3 million.

Amortization of other intangibles

Amortization of other intangibles decreased by \$4.0 million, or 15%, for the year ended March 31, 2024 as compared to the year ended March 31, 2023. The decrease was primarily the result of lower amortization for certain intangible assets that are amortized on a systematic basis that reflects the pattern in which the economic benefits of the intangible assets are estimated to be realized and the completion of amortization on certain intangibles.

Interest Income (Expense), Net

Interest income, net, was \$37.3 million for the year ended March 31, 2024, compared to an expense of \$3.4 million for the year ended March 31, 2023. The change was primarily the result of higher interest rates on our cash, cash equivalents, and investments coupled with lower interest expense due to the repayment of outstanding debt in fiscal year 2023.

Other (Expense) Income, Net

Other expense, net, increased by \$11.3 million for the year ended March 31, 2024 as compared to the year ended March 31, 2023. The change was primarily the result of foreign currency realized and unrealized gains and losses related to the impact of transactions denominated in a foreign currency, including balances between subsidiaries.

Income Tax (Expense) Benefit

Income tax benefit decreased by \$18.3 million resulting in an expense of \$0.3 million for the year ended March 31, 2024, as compared to a benefit of \$18.0 million for the year ended March 31, 2023. For the year ended March 31, 2024, a reversal of uncertain tax position resulted in a benefit of \$14.8 million. For the year ended March 31, 2023, the net

reduction of the valuation allowance recorded against global deferred tax assets results in a benefit of \$32.6 million.

Fiscal Years Ended March 31, 2023 and 2022

Revenue

| | Fiscal Year Ended March 31, | | Change | |
|------------------------------------|-----------------------------|------------|------------|---------|
| | 2023 | 2022 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Subscription | \$ 1,083,330 | \$ 870,439 | \$ 212,891 | 24 % |
| Service | 75,200 | 59,006 | 16,194 | 27 % |
| Total revenue | \$ 1,158,530 | \$ 929,445 | \$ 229,085 | 25 % |

Subscription

Subscription revenue increased by \$212.9 million, or 24%, for the year ended March 31, 2023, as compared to the year ended March 31, 2022, primarily due to the growing adoption of the Dynatrace® platform by new customers combined with existing customers expanding their use of our solutions. Changes in foreign currency exchange rates negatively impacted our revenue by \$41.9 million. Our subscription revenue remained consistent at 94% of total revenue for the years ended March 31, 2023 and March 31, 2022.

Service

Service revenue increased by \$16.2 million, or 27%, for the year ended March 31, 2023, as compared to the year ended March 31, 2022. We generally recognize the revenues associated with professional services as we deliver the services. The increase was in line with the growing adoption of the Dynatrace® platform by new customers combined with existing customers expanding their use of our solutions.

Cost of Revenue

| | Fiscal Year Ended March 31, | | Change | |
|-------------------------------------|-----------------------------|------------|-----------|---------|
| | 2023 | 2022 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Cost of subscription | \$ 144,445 | \$ 111,646 | \$ 32,799 | 29 % |
| Cost of service | 62,882 | 45,717 | 17,165 | 38 % |
| Amortization of acquired technology | 15,564 | 15,513 | 51 | — % |
| Total cost of revenue | \$ 222,891 | \$ 172,876 | \$ 50,015 | 29 % |

Cost of subscription

Cost of subscription increased by \$32.8 million, or 29%, for the year ended March 31, 2023, as compared to the year ended March 31, 2022. The increase was primarily due to higher personnel costs to support the growth of our subscription cloud-based offering of \$17.1 million and higher cloud-based hosting costs and subscriptions of \$6.2 million. Also contributing to the increase were higher share-based compensation expense of \$4.6 million and increased allocated overhead costs of \$3.2 million.

Cost of service

Cost of service increased by \$17.2 million, or 38%, for the year ended March 31, 2023, as compared to the year ended March 31, 2022. The increase was primarily the result of higher personnel and resourcing costs of \$12.3 million. Also contributing to the increase were increased advertising costs of \$1.3 million, increased allocated overhead costs of \$1.2 million, and higher share-based compensation expense of \$0.9 million.

Amortization of acquired technologies

For the years ended March 31, 2023 and 2022, amortization of acquired technologies was primarily related to amortization expense for technology acquired in connection with Thoma Bravo's acquisition of our company in 2014.

Gross Profit and Gross Margin

| | Fiscal Year Ended March 31, | | Change | |
|------------------------------------|-----------------------------|------|--------|---------|
| | 2023 | 2022 | Amount | Percent |
| (in thousands, except percentages) | | | | |

| Fiscal Year Ended March 31, | | | | | | Fiscal Year Ended March 31, | | | | | |
|-------------------------------------|-------------------------------------|-----------|-----------|-----------|-------|-------------------------------------|------------|------------|------------|-------|-------|
| | | | | | | 2023 | | | 2022 | | |
| (in thousands, except percentages) | | | | | | | | | | | |
| Gross profit: | Gross profit: | | | | | | | | | | |
| Subscription | Subscription | | | | | | | | | | |
| Subscription | Subscription | | | | | | | | | | |
| Subscription | Subscription | \$938,885 | \$758,793 | \$180,092 | 24 % | \$ 938,885 | \$ 758,793 | \$ 180,092 | 24 % | | |
| Service | Service | 12,318 | 13,289 | (971) | (7 %) | Service | 12,318 | 13,289 | 13,289 | (971) | (971) |
| Amortization of acquired technology | Amortization of acquired technology | (15,564) | (15,513) | (51) | — % | Amortization of acquired technology | (15,564) | (15,513) | (15,513) | (51) | (51) |
| Total gross profit | Total gross profit | \$935,639 | \$756,569 | \$179,070 | 24 % | Total gross profit | \$935,639 | \$ 756,569 | \$ 179,070 | 24 % | 24 % |
| Gross margin: | Gross margin: | | | | | | | | | | |
| Subscription | Subscription | 87 % | 87 % | | | | | | | | |
| Subscription | Subscription | | | | | | | | | | |
| Subscription | Subscription | | | | | | | | | | |
| Service | Service | | | | | | | | | | |
| Service | Service | | | | | | | | | | |
| Service | Service | 16 % | 23 % | | | | | | | | |
| Amortization of acquired technology | Amortization of acquired technology | (100 %) | (100 %) | | | | | | | | |
| Amortization of acquired technology | Amortization of acquired technology | | | | | | | | | | |
| Amortization of acquired technology | Amortization of acquired technology | | | | | | | | | | |
| Total gross margin | Total gross margin | 81 % | 81 % | | | | | | | | |
| Total gross margin | Total gross margin | | | | | | | | | | |
| Total gross margin | Total gross margin | | | | | | | | | | |

Subscription

Subscription gross profit increased by \$180.1 million, or 24%, during the year ended March 31, 2023 compared to the year ended March 31, 2022. Subscription gross margin remained consistent at 87% of total gross margin during the years ended March 31, 2023 and March 31, 2022, 2022. The increase in gross profit was primarily due to the growth of the Dynatrace® platform by new customers combined with existing customers expanding their use of our solutions.

Service

Service gross profit decreased by \$1.0 million, or 7%, during the year ended March 31, 2023 compared to the year ended March 31, 2022. Service gross margin decreased from 23% to 16% of total gross margin during the year ended March 31, 2023 compared to the year ended March 31, 2022. The decrease in gross profit and gross margin was primarily due to the higher personnel and share-based compensation costs.

Operating Expenses

| Fiscal Year Ended March 31, | | | | | | Fiscal Year Ended March 31, | | | | | |
|------------------------------------|--|--|--|--|--|-----------------------------|--|--|--|--|--|
| 2023 | | | | | | 2022 | | | | | |
| (in thousands, except percentages) | | | | | | | | | | | |
| Fiscal Year Ended March 31, | | | | | | Fiscal Year Ended March 31, | | | | | |
| 2023 | | | | | | 2022 | | | | | |
| Amount | | | | | | Amount | | | | | |
| Percent | | | | | | Percent | | | | | |

| (in thousands, except percentages) | | | | | | | | | | | | (in thousands) |
|------------------------------------|-----------------------------------|-----------|-----------|-----------|--------|-----------|-----------|----------|------|----|--|----------------|
| Operating expenses: | Operating expenses: | | | | | | | | | | | |
| Research and development | Research and development | | | | | | | | | | | |
| Research and development | Research and development | \$218,349 | \$156,342 | \$62,007 | 40 % | \$218,349 | \$156,342 | \$62,007 | 40 | 40 | | |
| Sales and marketing | Sales and marketing | 448,015 | 362,116 | 85,899 | 24 % | 448,015 | 362,116 | 85,899 | 24 | | | |
| General and administrative | General and administrative | 150,031 | 126,622 | 23,409 | 18 % | 150,172 | 126,647 | 23,525 | 19 | | | |
| Amortization of other intangibles | Amortization of other intangibles | 26,292 | 30,157 | (3,865) | (13 %) | 26,292 | 30,157 | (3,865) | (13) | | | |
| Restructuring and other | Restructuring and other | 141 | 25 | 116 | 464 % | | | | | | | |
| Total operating expenses | Total operating expenses | \$842,828 | \$675,262 | \$167,566 | 25 % | | | | | | | |
| Total operating expenses | Total operating expenses | | | | | | | | | | | |
| Total operating expenses | Total operating expenses | | | | | | | | | | | |

Research and development

Research and development expenses increased by \$62.0 million, or 40%, for the year ended March 31, 2023, as compared to the year ended March 31, 2022. The increase was primarily due to increased personnel and other costs to expand our product offerings of \$29.2 million, and higher share-based compensation expense of \$20.1 million. Also contributing to the increase were higher allocated overhead costs of \$9.8 million, higher travel expenses of \$1.6 million, and increased cloud-based hosting costs of \$1.5 million.

Sales and marketing

Sales and marketing expenses increased by \$85.9 million, or 24%, for the year ended March 31, 2023, as compared to the year ended March 31, 2022, primarily driven by increased personnel costs of \$51.7 million and higher share-based compensation expense of \$15.2 million. Also contributing to the increase were increased travel expenses of \$9.0 million, higher commissions of \$8.8 million, and higher allocated overhead costs of \$7.0 million.

General and administrative

General and administrative expenses increased by \$23.4 million, or 18%, for the year ended March 31, 2023, as compared to the year ended March 31, 2022, primarily due to increased personnel costs of \$19.9 million and higher share-based compensation expense of \$6.5 million. Also contributing to the increase were higher professional fees of \$5.6 million, and higher IT and facilities expenses of \$4.1 million related to new offices and expansions. Partially offsetting the increase were increased corporate allocations, in part due to the allocation of depreciation and amortization.

Amortization of other intangibles

Amortization of other intangibles decreased by \$3.9 million, or 13%, for the year ended March 31, 2023, as compared to the year ended March 31, 2022. The decrease was primarily the result of lower amortization for certain intangible assets that are amortized on a systematic basis that reflects the pattern in which the economic benefits of the intangible assets are estimated to be realized and the completion of amortization on certain intangibles.

Other Interest Expense, Net

Other interest expense, net, decreased by \$6.8 million, or 71%, was \$3.4 million for the year ended March 31, 2023, as compared to \$10.2 million for the year ended March 31, 2022. The decline was primarily the result of higher interest income on cash and cash equivalents and lower interest expense due to the reduction in debt. The loss on our debt extinguishment was also slightly offset by interest income.

Other Income, Net

Other income, net, was \$0.6 million for the year ended March 31, 2023, as compared to \$0.5 million for the year ended March 31, 2022. The change was primarily the result of foreign currency realized and unrealized gains and losses related to the impact of transactions denominated in a foreign currency, including balances between subsidiaries.

Income Tax Benefit (Expense)

Income tax expense decreased by \$37.2 million resulting in a benefit of \$18.0 million for the year ended March 31, 2023, as compared to an expense of \$19.2 million for the year ended March 31, 2022. This decrease was primarily due to a \$32.6 million net reduction to the valuation allowance recorded against global deferred tax assets.

Fiscal Years Ended March 31, 2022 and 2021

Revenue

| | Fiscal Year Ended March 31, | | Change | |
|------------------------------------|-----------------------------|------------|------------|---------|
| | 2022 | 2021 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Subscription | \$ 870,439 | \$ 656,626 | \$ 213,813 | 33 % |
| Service | 59,006 | 46,883 | 12,123 | 26 % |
| Total revenue | \$ 929,445 | \$ 703,509 | \$ 225,936 | 32 % |

Subscription

Subscription revenue increased by \$213.8 million, or 33%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021, primarily due to the growing adoption of the Dynatrace® platform by new customers combined with existing customers expanding their use of our solutions. Our subscription revenue increased to 94% of total revenue for the year ended March 31, 2022 compared to 93% of total revenue for the year ended March 31, 2021.

Service

Service revenue increased by \$12.1 million, or 26%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021. We recognize the revenues associated with professional services as we deliver the services.

Cost of Revenue

| | Fiscal Year Ended March 31, | | Change | |
|-------------------------------------|-----------------------------|------------|-----------|---------|
| | 2022 | 2021 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Cost of subscription | \$ 111,646 | \$ 77,488 | \$ 34,158 | 44 % |
| Cost of service | 45,717 | 34,903 | 10,814 | 31 % |
| Amortization of acquired technology | 15,513 | 15,317 | 196 | 1 % |
| Total cost of revenue | \$ 172,876 | \$ 127,708 | \$ 45,168 | 35 % |

Cost of subscription

Cost of subscription revenue increased by \$34.2 million, or 44%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021. The increase was primarily due to higher personnel costs to support the growth of our subscription cloud-based offering of \$19.5 million, higher cloud-based hosting costs and subscriptions of \$10.7 million, as well as higher share-based compensation of \$3.0 million. Partially offsetting this increase was \$1.3 million in lower amortization due to the completion of amortization of certain internally developed capitalized software technology.

Cost of service

Cost of service revenue increased by \$10.8 million, or 31%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021. The increase was primarily the result of higher personnel costs of \$6.8 million, higher share-based compensation of \$2.6 million, and an increase in subscription costs of \$1.0 million.

Amortization of acquired technologies

For the years ended March 31, 2022 and 2021, amortization of acquired technologies was primarily related to amortization expense for technology acquired in connection with Thoma Bravo's acquisition of our company in 2014.

Gross Profit and Gross Margin

| | Fiscal Year Ended March 31, | | Change | |
|-------------------------------------|-----------------------------|------------|------------|---------|
| | 2022 | 2021 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Gross profit: | | | | |
| Subscription | \$ 758,793 | \$ 579,138 | \$ 179,655 | 31 % |
| Service | 13,289 | 11,980 | 1,309 | 11 % |
| Amortization of acquired technology | (15,513) | (15,317) | (196) | 1 % |
| Total gross profit | \$ 756,569 | \$ 575,801 | \$ 180,768 | 31 % |
| Gross margin: | | | | |
| Subscription | 87 % | 88 % | | |

| | | |
|-------------------------------------|--------|---------|
| Service | 23 % | 26 % |
| Amortization of acquired technology | (100)% | (100 %) |
| Total gross margin | 81 % | 82 % |

Subscription

Subscription gross profit increased by \$179.7 million, or 31%, during the year ended March 31, 2022 compared to the year ended March 31, 2021. The increase in gross profit was primarily due to the growth of the Dynatrace® platform by new customers combined with existing customers expanding their use of our solutions. Subscription gross margin decreased from 88% to 87% during the year ended March 31, 2022 compared to the year ended March 31, 2021, primarily due to higher personnel and share-based compensation costs to support the growth of our subscription cloud-based offering.

Service

Service gross profit increased by \$1.3 million, or 11%, during the year ended March 31, 2022 compared to the year ended March 31, 2021. Service gross margin decreased from 26% to 23%, during the year ended March 31, 2022 compared to the year ended March 31,

2021. The increase in gross profit was primarily due to an increase in service revenue driven by higher utilization of personnel. The decrease in gross margin was primarily due to higher personnel and share-based compensation costs.

Operating Expenses

| | Fiscal Year Ended March 31, | | Change | |
|------------------------------------|-----------------------------|------------|------------|---------|
| | 2022 | 2021 | Amount | Percent |
| (in thousands, except percentages) | | | | |
| Operating expenses: | | | | |
| Research and development | \$ 156,342 | \$ 111,415 | \$ 44,927 | 40 % |
| Sales and marketing | 362,116 | 245,487 | 116,629 | 48 % |
| General and administrative | 126,622 | 92,219 | 34,403 | 37 % |
| Amortization of other intangibles | 30,157 | 34,744 | (4,587) | (13 %) |
| Restructuring and other | 25 | 40 | (15) | (38 %) |
| Total operating expenses | \$ 675,262 | \$ 483,905 | \$ 191,357 | 40 % |

Research and development

Research and development expenses increased by \$44.9 million, or 40%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021. The increase was primarily due to increased personnel and other costs to expand our product offerings of \$26.4 million, and higher share-based compensation of \$9.6 million. Also contributing to the increase were higher cloud-based hosting costs of \$4.1 million, increased allocated overhead costs of \$2.5 million to support the growth of the business and related infrastructure, and higher travel expenses of \$0.8 million as global travel restrictions began to decrease and as travel resumed.

Sales and marketing

Sales and marketing expenses increased by \$116.6 million, or 48%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021, driven by increased personnel costs of \$54.4 million, related share-based compensation of \$11.8 million, and other employee-related expenses of \$5.3 million. Also contributing to the increase were higher advertising and marketing costs of \$29.0 million, higher professional fees of \$4.2 million, increased travel expenses related to global restrictions lifting of \$4.0 million, higher information technology costs of \$2.4 million, and increased allocated overhead costs of \$1.5 million to support the growth of the business and related infrastructure.

General and administrative

General and administrative expenses increased by \$34.4 million, or 37%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021, primarily due to increased personnel costs of \$14.1 million, related share-based compensation of \$14.8 million, and other employee-related expenses of \$1.9 million. Also contributing to the increase were higher professional fees of \$1.1 million, and increased travel expenses related to global restrictions lifting of \$0.8 million.

Amortization of other intangibles

Amortization of other intangibles decreased by \$4.6 million, or 13%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021. The decrease was primarily the result of lower amortization for certain intangible assets that are amortized on a systematic basis that reflects the pattern in which the economic benefits of the intangible assets are estimated to be realized and the completion of amortization on certain intangibles.

Other Expense, Net

Other expense, net, decreased by \$4.4 million, or 31%, for the year ended March 31, 2022, as compared to the year ended March 31, 2021. The decline was primarily the result of lower interest expense on our former term loan as we had less principal outstanding compared to the prior fiscal year.

Income Tax Expense

Income tax expense increased by \$17.1 million resulting in an expense of \$19.2 million for the year ended March 31, 2022, as compared to an expense of \$2.1 million for the year ended March 31, 2021. This increase was primarily due to the one-time impact of tax return to provision true-up benefits resulting from changes in estimates to the reorganization transaction tax during fiscal year 2021.

Liquidity and Capital Resources

We have historically maintained a disciplined and balanced approach to optimizing costs and improving the efficiency and profitability of our business, while continuing to invest in future growth opportunities that we expect will drive long-term value. Our principal sources of liquidity are cash and cash equivalents, marketable securities (investments) and cash provided by operating activities. From time to time, we may borrow under our revolving credit facility. As of March 31, 2023 March 31, 2024, we had \$555.3 million \$779.0 million of cash and cash equivalents, \$104.2 million in investments, consisting of U.S. Treasury securities that have maturities between one and \$384.5 million 28 months, and \$399.2 million available under our revolving credit facility.

We have historically financed our operations primarily through payments by our customers for use of our product offerings and related services and, to a lesser extent, the net proceeds we have received from sales of equity securities.

Over the past three years, cash flows from customer collections have increased. However, operating expenses have also increased as we have invested in growing our business. Our operating cash requirements may increase in the future as we continue to invest in the strategic growth of our company.

Our billings and revenue mix may vary over time due to a number of factors, including the mix of subscriptions and services and the contract length of our customer agreements. Such variability in the timing and amounts of our billings could impact the timing of our cash collections from period to period.

Our material cash requirements from known contractual and other obligations consist of our rent payments required under operating lease agreements and non-cancelable purchase obligations for cloud hosting support. As of March 31, 2023 March 31, 2024, total contractual commitments were \$244.4 \$421.4 million, with \$78.8 \$156.2 million committed within the next twelve 12 months. For further information regarding our contractual commitments, see Note 11, 13, Commitments and Contingencies, of our audited consolidated financial statements included in this Annual Report.

On May 15, 2024, we announced a share repurchase program for up to \$500 million of common stock. For additional information, see the "Overview - Recent Developments" section of this management's discussion and analysis.

Cash from operations could be affected by various risks and uncertainties, including, but not limited to, the risks detailed in the section titled "Risk Factors" included under Part I, Item 1A. However, we believe that our existing cash, cash equivalents, investments, funds available under our revolving credit facility, and cash generated from operations, will be sufficient to meet our cash requirements for at least the next twelve 12 months. Our future capital requirements will depend on many factors, including our growth rate, the timing and extent of spending to support research and development efforts, the continued expansion of sales and marketing activities, the introduction of new and enhanced products, seasonality of our billing activities, timing and extent of spending to support our growth strategy, and the continued market acceptance of our products. In the event that additional financing is required from outside sources, we may not be able to raise such financing on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, operating results, and financial condition would be adversely affected.

Our Credit Facilities Facility

In December 2022, we entered into a senior secured revolving credit facility in an aggregate amount of \$400.0 million (the "Credit Facility"). As of March 31, 2023 March 31, 2024, we had \$384.5 million \$399.2 million available under the Credit Facility Facility with \$15.5 million \$0.8 million of letters of credit outstanding. As of March 31, 2023 March 31, 2024, we were in compliance with all applicable covenants pertaining to the Credit Facility. The Credit Facility is discussed further in Note 9, 11, Long-term Debt, of our audited consolidated financial statements included in this Annual Report.

Summary of Cash Flows

| | | Fiscal Year Ended March 31, | | |
|--|--|-----------------------------|-----------|-----------|
| | | 2023 | 2022 | 2021 |
| | | (in thousands) | | |
| | | Fiscal Year Ended March 31, | | |
| | | 2024 | 2023 | 2022 |
| | | (in thousands) | | |
| Net cash provided by operating activities ⁽¹⁾ | Net cash provided by operating activities ⁽¹⁾ | \$ 354,885 | \$250,917 | \$220,436 |
| Net cash used in investing activities | Net cash used in investing activities | (21,540) | (30,890) | (13,879) |
| Net cash used in financing activities | | (232,344) | (80,664) | (97,802) |

| | | | | |
|--|--|-----------|-----------|-----------|
| Net cash provided by (used in) financing activities | | | | |
| Effect of exchange rate changes on cash and cash equivalents | Effect of exchange rate changes on cash and cash equivalents | (8,620) | (1,358) | 3,037 |
| Net increase in cash and cash equivalents | Net increase in cash and cash equivalents | \$ 92,381 | \$138,005 | \$111,792 |

(1) Net cash provided by operating activities includes cash payments for interest and tax as follows:

(c) Net cash provided by operating activities includes cash payments for interest and tax as follows:

| | Fiscal Year Ended March 31, | | | | | |
|--|-----------------------------|----------|------|--------|------|---------|
| | 2023 | | 2022 | | 2021 | |
| | (in thousands) | | | | | |
| Cash paid for interest | \$ | 7,109 | \$ | 8,375 | \$ | 12,475 |
| Cash (received from) paid for tax, net | \$ | (14,311) | \$ | 24,247 | \$ | (7,337) |

| | Fiscal Year Ended March 31, | | | | | |
|--|-----------------------------|--------|------|----------|------|--------|
| | 2024 | | 2023 | | 2022 | |
| | (in thousands) | | | | | |
| Cash paid for interest | \$ | 851 | \$ | 7,109 | \$ | 8,375 |
| Cash paid for tax (received from), net | \$ | 81,360 | \$ | (14,311) | \$ | 24,247 |

Operating Activities

For the year ended March 31, 2024, cash provided by operating activities was \$378.1 million as a result of net income of \$154.6 million, and adjusted by non-cash charges of \$215.1 million and a change of \$8.3 million in our operating assets and liabilities. The non-cash charges were primarily comprised of share-based compensation of \$208.9 million and depreciation and amortization of \$54.9 million, partially offset by deferred income taxes of \$59.9 million. The change in our net operating assets and liabilities was primarily the result of an increase in deferred revenue of \$202.2 million due to seasonality in our sales cycle, which is higher in the third and fourth quarters of our fiscal year and an increase in accounts payable and accrued expenses of \$37.9 million driven by the timing of payments. These changes were partially offset by an increase in accounts receivable of \$161.9 million due to the timing of receipts of payments from customers, an increase in prepaid expenses and other assets of \$47.4 million driven by timing of payments made in advance of future service, and an increase in deferred commissions of \$23.5 million due to commissions paid on new bookings.

For the year ended March 31, 2023, cash provided by operating activities was \$354.9 million as a result of net income of \$108.0 million, and adjusted by non-cash charges of \$148.9 million and a change of \$92.1 million in our operating assets and liabilities. The non-cash charges were primarily comprised of share-based compensation of \$146.9 million and depreciation and amortization of \$54.6 million, partially offset by deferred income taxes of \$53.5 million. The change in our net operating assets and liabilities was primarily the result of an increase in deferred revenue of \$145.5 million due to seasonality in our sales cycle, which is higher in the third and fourth quarters of our fiscal year and an increase in accounts payable and accrued expenses of \$58.7 million driven by the timing of payments, and a decrease in prepaid expenses and other assets of \$26.8 million driven by timing of an income tax refund and timing of payments made in advance of future service. These changes were partially offset by an increase in accounts receivable of \$94.9 million due to the timing of receipts of payments from customers and an increase in deferred commissions of \$45.2 million due to commissions paid on new bookings.

For the year ended March 31, 2022, cash provided by operating activities was \$250.9 million as a result of a net income of \$52.5 million, and adjusted by non-cash charges of \$145.5 million and a change of \$53.0 million in our operating assets and liabilities. The non-cash charges were primarily comprised of share-based compensation of \$99.5 million and depreciation and amortization of \$56.9 million. The change in our net operating assets and liabilities was primarily the result of an increase in deferred revenue of \$162.2 million due to seasonality in our sales cycle, which is higher in the third and fourth quarters of our fiscal year and an increase in accounts payable and accrued expenses of \$35.9 million driven by the timing of payments. These changes were partially offset by an increase in accounts receivable of \$108.8 million due to the timing of receipts of payments from customers, an increase in deferred commissions of \$29.5 million due to commissions paid on new bookings, and an increase in prepaid expenses and other assets of \$8.1 million driven by the timing of payments made in advance of future services.

For the year ended March 31, 2021, cash provided by operating activities was \$220.4 million as a result of a net income of \$75.7 million, and adjusted by non-cash charges of \$113.6 million and a change of \$31.2 million in our operating assets and liabilities. The non-cash charges were primarily comprised depreciation and amortization of \$61.0 million and share-based compensation of \$57.8 million. The change in our net operating assets and liabilities was primarily the result of an increase in deferred revenue of \$96.5 million due to seasonality in our sales cycle, which is higher in the third and fourth quarters of our fiscal year, an increase in accounts payable and accrued expenses of \$26.6 million driven by the timing of payments, and a decrease in prepaid expenses and other assets of \$5.7 million driven by the timing of payments in advance of future services. These

changes were partially offset by an increase of \$82.0 million due to the timing of receipts of payments from customers and an increase in deferred commissions of \$16.3 million due to commissions paid on new bookings.

Investing Activities

Cash used in investing activities during the year ended March 31, 2024 was \$193.0 million as a result of purchases of investments of \$104.2 million, cash paid for business combination acquisitions of \$57.1 million, purchases of property and equipment of \$26.5 million, and capitalized software additions of \$5.3 million.

Cash used in investing activities during the year ended March 31, 2023 was \$21.5 million as a result of purchases of property and equipment.

Cash used in investing activities during the year ended March 31, 2022 was \$30.9 million as a result of the purchases of property and equipment of \$17.7 million and two cash paid for business combination acquisitions made in the first half of fiscal 2022 of \$13.2 million.

Financing Activities

Cash used in investing provided by financing activities during the year ended March 31, 2024 was \$13.9 million \$50.7 million as a result of purchases proceeds from the exercise of property our stock options of \$31.2 million and equipment proceeds from our employee stock purchase plan of \$14.1 million and capitalized software additions of \$0.3 million, gross of \$0.5 million of derecognized software costs.

Financing Activities \$19.5 million.

Cash used in financing activities during the year ended March 31, 2023 was \$232.3 million, primarily as a result of repayments of our term loans of \$281.1 million, partially offset by proceeds from the exercise of our stock options of \$32.9 million and proceeds from our employee stock purchase plan of \$17.8 million.

Cash used in financing activities during the year ended March 31, 2022 was \$80.7 million, primarily as a result of repayments of our term loans of \$120.0 million, partially offset by proceeds from the exercise of our stock options of \$25.5 million and proceeds from our employee stock purchase plan of \$13.9 million.

Cash used in financing activities during the year ended March 31, 2021 was \$97.8 million, primarily as a result of repayments of our term loans of \$120.0 million, partially offset by proceeds from the exercise of our stock options of \$13.1 million and proceeds from our employee stock purchase plan of \$9.2 million.

Critical Accounting Policies and Estimates

We prepare our consolidated financial statements in accordance with generally accepted accounting principles in the United States. The preparation of consolidated financial statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, costs and expenses and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ significantly from the estimates made by our management. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations and cash flows will be affected.

We believe that the assumptions and estimates associated with revenue recognition, income taxes, and business combinations have the greatest potential impact on our consolidated financial statements. Therefore, we consider these to be our critical accounting policies and estimates. Accordingly, we believe these are the most critical to fully understand and evaluate our financial condition and results of operations.

Revenue Recognition

We recognize revenue from contracts with customers using the five-step method described in Note 2, Significant Accounting Policies, of the notes to our audited consolidated financial statements included elsewhere in this Annual Report. At contract inception, we evaluate whether two or more contracts should be combined and accounted for as a single contract and whether the combined or single contract includes more than one performance obligation. We combine contracts entered into at or near the same time with the same customer if (i) we determine that the contracts are negotiated as a package with a single commercial objective, (ii) the amount of consideration to be paid in one contract depends on the price or performance of the other contract, or (iii) the services promised in the contracts are a single performance obligation.

The identification of our performance obligations involves review and consideration for the contractual terms, the implied rights of our customers, if any, product demonstrations and published website and marketing materials. Our performance obligations consist of (i) subscription and support services and (ii) professional and other services. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on their relative standalone selling price ("SSP"). We determine SSP for all our performance obligations using observable inputs, such as standalone sales and historical contract pricing. SSP is consistent with our overall pricing objectives, taking into consideration the type of subscription services and professional and other services. SSP also reflects the amount we would charge for that performance obligation if it were sold separately in a standalone sale, and the price we would sell to similar customers in similar circumstances. We have determined that our pricing for software licenses and subscription services is highly variable and we therefore allocate the transaction price to those performance obligations using the residual approach.

In general, we satisfy the majority of our performance obligations over time as we transfer the promised services to our customers. We review the contract terms and conditions to evaluate (i) the timing and amount of revenue recognition, (ii) the related contract balances, and (iii) our remaining performance obligations. We also estimate the number of hours expected to be incurred based on an expected hours approach that considers historical hours incurred for similar projects based on the types and sizes of customers. These evaluations require significant judgment that could affect the timing and amount of revenue recognized.

Income Taxes

We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the consolidated financial statements and income tax bases of assets and liabilities and net operating loss and tax credit carryforwards using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the period that includes the enactment date.

We have the ability to permanently reinvest any earnings in our foreign subsidiaries and therefore do not record a deferred tax liability on any outside basis differences in our investments in subsidiaries.

We record net deferred tax assets to the extent we believe that these assets will more likely than not be realized. These deferred tax assets are subject to periodic assessments as to recoverability, and reduced by a valuation allowance if it is determined that it is more likely than not that some or all of the benefits deferred taxes will not be realized, valuation allowances are recorded that would reduce deferred tax assets, realized. In making such determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent financial operations.

We account for record uncertain tax positions based on those positions taken or expected to be taken a two-step process in a tax return. We which (i) we determine if the amount of available support indicates that whether it is more likely than not that the tax position positions will be sustained on audit, including resolution the basis of any related appeals or litigation processes. We then measure the technical merits of the position and (ii) for those tax benefit as positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50% likely to be realized upon settlement. We adjust reserves for our uncertain tax positions due to changing facts and circumstances. To the extent that ultimate settlement with the final outcome of these matters is different than the amounts recorded, such differences will impact our related tax provision in our consolidated statements of operations in the period in which such determination is made. Interest authority. We recognize interest and penalties related to uncertain income unrecognized tax positions are included in benefits on the income tax provision. expense line the accompanying consolidated statement of operations. Accrued interest and penalties are included on the related tax liability line in the consolidated balance sheet.

Business Combinations

We use our best estimates and assumptions to allocate the fair value of purchase consideration price to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values, assumed. The excess of the fair value of purchase consideration price over the fair values of these the identifiable assets and liabilities is recorded as goodwill. We apply significant judgment in determining the fair value of the intangible assets acquired, which involves the use of significant estimates and assumptions with respect to future expected cash flows, expected asset lives, discount rates, revenue growth rates, and royalty rate. rates. Management bases these estimates on historical experience and various other assumptions that we believe are reasonable. While we use our best estimates and judgments, our estimates are inherently uncertain and subject to refinement. During the measurement period, which may be up to one year from the acquisition date, we may record adjustments to the fair value of these tangible and intangible assets acquired and liabilities assumed, with the corresponding offset to goodwill. We continue to collect information and reevaluate these estimates and assumptions quarterly and record any adjustments to our preliminary estimates to goodwill provided that we are within the measurement period. Upon the conclusion of the final determination of the fair value of assets acquired or liabilities assumed during the measurement period, any subsequent adjustments are included in our consolidated statements of operations.

Recent Accounting Pronouncements

See Note 2, Summary of Significant Accounting Policies, of our accompanying audited consolidated financial statements included in this Annual Report for a description of recently issued accounting pronouncements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of fluctuations in foreign currency exchange rates and interest rates. We do not hold or issue financial instruments for trading purposes.

Foreign Currency Exchange Risk

Our international operations have provided and are expected to continue to provide a significant portion of our consolidated revenues and expenses that we report in U.S. dollars. We do not believe that an immediate 10% increase or decrease in the relative value of the U.S. dollar to other currencies would have a material effect on our results of operations or cash flows, and to date, we have not engaged in any hedging strategies with respect to foreign currency transactions. As our international operations grow, we will continue to reassess our approach to manage our risk relating to fluctuations in currency rates, and we may choose to engage in the hedging of foreign currency transactions in the future.

Translation exposure

Our reporting currency is the U.S. dollar, and the functional currency of each of our subsidiaries is either its local currency or the U.S. dollar, depending on the circumstances. As a result, our consolidated revenues and expenses are affected and will continue to be affected by changes in the U.S. dollar against major foreign currencies, particularly the Euro. Fluctuations in foreign currencies impact the amount of total assets, liabilities, earnings and cash flows that we report for our foreign subsidiaries upon the translation of these amounts into U.S. dollars. In particular, the strengthening of the U.S. dollar generally will reduce the reported amount of our foreign-denominated cash and cash equivalents, total revenues and total expenses that we translate into U.S. dollars and report in our consolidated financial statements. These gains or losses are recorded as a component of accumulated other comprehensive loss within shareholders' equity.

Transaction exposure

We transact business in multiple currencies. As a result, our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates on transactions denominated in currencies other than the functional currencies of our subsidiaries. These gains or losses are recorded within "Other (expense) income, net" in our consolidated statements of operations.

Interest Rate Risk

We As of March 31, 2024, we had cash and cash equivalents of \$555.3 million and \$463.0 million as of March 31, 2023 and 2022, respectively, \$779.0 million, consisting of bank deposits, commercial paper, and money market funds. These interest-earning instruments carry a degree funds and highly liquid investments with an original maturity of interest rate risk. To date, fluctuations in our interest income have not been significant, three months or less, and U.S. Treasury security investments of \$104.2 million. Our investments are made for capital preservation purposes. We do not enter into investments for trading or speculative purposes purposes. Our investments are exposed to market risk due to fluctuations in interest rates, which may affect our interest income and fair value of our investments.

We have not used any derivative financial instruments to manage our interest rate risk exposure. A hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our consolidated financial statements.

As of **March 31, 2023** **March 31, 2024**, we also had the Credit Facility in place, with availability of **\$384.5 million** **\$399.2 million**. The Credit Facility bears interest based on (i) the Term Secured Overnight Financing Rate plus 0.10%, (ii) the Adjusted Euro Interbank Offer Rate, (iii) the Canadian Dollar Offered Rate, (iv) the Base Rate, as defined per the Credit Facility, or (v) the Sterling Overnight Index Average, in each case plus an applicable margin, as defined in the Credit Agreement.

A hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our consolidated financial statements.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Dynatrace, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance **sheet** **sheets** of Dynatrace, Inc. (the Company) as of **March 31, 2023**, **March 31, 2024** and **2023**, the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for **each of the year** **two years in the period** ended **March 31, 2023** **March 31, 2024**, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at **March 31, 2023**, **March 31, 2024** and **2023**, and the results of its operations and its cash flows for **each of the year** **two years in the period** ended **March 31, 2023** **March 31, 2024**, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of **March 31, 2023** **March 31, 2024**, based on criteria established in Internal **Control-Integrated Control—Integrated** Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated **May 25, 2023** **May 23, 2024** expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our **audit**, **audits**. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our **audit** **audits** in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our **audit** **audits** included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our **audit** **audits** also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our **audit** **provides** **audits** **provide** a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it **relates**, **relates**.

Revenue Recognition – Determination of Distinct Performance Obligations

Description of the Matter As described in Note 2 to the consolidated financial statements, the Company enters into contracts with customers that may include promises to transfer software licenses, subscription services, maintenance and support for software licenses, and professional services.

Given the nature of the Company's product and service offerings, there is complexity in determining whether software licenses and services are considered performance obligations that should be accounted for separately or together. Auditing the Company's determination of distinct performance obligations related to its various product and service offerings involved a high degree of judgment. Specifically, significant auditor judgment was required when assessing whether the when-and-if available updates included within the Company's maintenance agreements and the related software licenses should be accounted for as separate performance obligations or as inputs to a combined performance obligation.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design and tested the operating effectiveness of internal controls over the Company's processes as they relate to the determination of distinct performance obligations within contracts with customers.

Among other audit procedures, we selected a sample of contracts and evaluated whether management appropriately identified and considered whether the contract had (1) multiple promised products or services that constitute separate performance obligations or (2) a single performance obligation that is comprised of combined products and/or services. To evaluate management's conclusion that when-and-if available updates included within the Company's maintenance agreements are critical to the continued utility of the related software licenses such that they should be accounted together as inputs to a combined performance obligation, we obtained an understanding of the nature and importance of the updates, assessed the impact and frequency of updates, and reviewed information around the updates included on the Company's website and marketing materials.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2022.

Detroit, Michigan

May 25, 2023 23, 2024

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors

Dynatrace, Inc.

Waltham, Massachusetts

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheet of Dynatrace, Inc. (the "Company") as of March 31, 2022, the related consolidated statements of operations and comprehensive income, shareholders' equity, and cash flows of Dynatrace, Inc. (the "Company") for each of the two years in the period year ended March 31, 2022, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position results of the Company at March 31, 2022, and the results of its Company's operations and its cash flows for each of the two years in the period year ended March 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits, audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits, audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits, audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits, audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide audit provides a reasonable basis for our opinion.

/s/ BDO USA, LLP

We served as the Company's auditor from 2015 to 2022.

Troy, Michigan

May 26, 2022

DYNATRACE, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

| | | March 31, | |
|---|---|------------------|----------------|
| | | 2023 | 2022 |
| | | March 31, | March 31, |
| | | March 31, | March 31, |
| | | March 31, | March 31, |
| | | 2024 | |
| | | 2024 | |
| | | 2024 | |
| Assets | | | |
| Assets | | | |
| Assets | Assets | | |
| Current assets: | Current assets: | | |
| Current assets: | | | |
| Current assets: | | | |
| Cash and cash equivalents | Cash and cash equivalents | \$ 555,348 | \$ 462,967 |
| Cash and cash equivalents | | | |
| Cash and cash equivalents | | | |
| Short-term investments | | | |
| Short-term investments | | | |
| Short-term investments | | | |
| Accounts receivable, net | | | |
| Accounts receivable, net | | | |
| Accounts receivable, net | Accounts receivable, net | 442,518 | 350,666 |
| Deferred commissions, current | Deferred commissions, current | 83,029 | 62,601 |
| Deferred commissions, current | | | |
| Deferred commissions, current | | | |
| Prepaid expenses and other current assets | | | |
| Prepaid expenses and other current assets | | | |
| Prepaid expenses and other current assets | Prepaid expenses and other current assets | 37,289 | 72,188 |
| Total current assets | Total current assets | 1,118,184 | 948,422 |
| Total current assets | | | |
| Total current assets | | | |
| Long-term investments | | | |
| Long-term investments | | | |
| Long-term investments | | | |
| Property and equipment, net | | | |
| Property and equipment, net | | | |
| Property and equipment, net | Property and equipment, net | 53,576 | 45,271 |
| Operating lease right-of-use asset, net | Operating lease right-of-use asset, net | 68,074 | 58,849 |
| Operating lease right-of-use asset, net | | | |
| Operating lease right-of-use asset, net | | | |

| | | | |
|---|---|---------------------|---------------------|
| Goodwill | Goodwill | 1,281,812 | 1,281,876 |
| Other intangible assets, net | | 63,599 | 105,736 |
| Goodwill | | | |
| Goodwill | | | |
| Intangible assets, net | | | |
| Intangible assets, net | | | |
| Intangible assets, net | | | |
| Deferred tax assets, net | | | |
| Deferred tax assets, net | | | |
| Deferred tax assets, net | Deferred tax assets, net | 79,822 | 28,106 |
| Deferred commissions, non-current | Deferred commissions, non-current | 86,232 | 63,435 |
| Deferred commissions, non-current | | | |
| Deferred commissions, non-current | | | |
| Other assets | | | |
| Other assets | | | |
| Other assets | Other assets | 14,048 | 9,615 |
| Total assets | Total assets | \$ 2,765,347 | \$ 2,541,310 |
| Total assets | | | |
| Total assets | | | |
| Liabilities and shareholders' equity | | | |
| Liabilities and shareholders' equity | | | |
| Liabilities and shareholders' equity | Liabilities and shareholders' equity | | |
| Current liabilities: | Current liabilities: | | |
| Current liabilities: | | | |
| Current liabilities: | | | |
| Accounts payable | Accounts payable | \$ 21,953 | \$ 22,715 |
| Accounts payable | | | |
| Accounts payable | | | |
| Accrued expenses, current | | | |
| Accrued expenses, current | | | |
| Accrued expenses, current | Accrued expenses, current | 188,380 | 141,556 |
| Deferred revenue, current | Deferred revenue, current | 811,058 | 688,554 |
| Deferred revenue, current | | | |
| Deferred revenue, current | | | |
| Operating lease liabilities, current | | | |
| Operating lease liabilities, current | | | |
| Operating lease liabilities, current | Operating lease liabilities, current | 15,652 | 12,774 |
| Total current liabilities | Total current liabilities | 1,037,043 | 865,599 |
| Total current liabilities | | | |
| Total current liabilities | | | |
| Deferred revenue, non-current | | | |
| Deferred revenue, non-current | | | |
| Deferred revenue, non-current | Deferred revenue, non-current | 34,423 | 25,783 |
| Accrued expenses, non-current | Accrued expenses, non-current | 29,212 | 19,409 |
| Accrued expenses, non-current | | | |
| Accrued expenses, non-current | | | |
| Operating lease liabilities, non-current | | | |

| | | | |
|---|--|--------------|--------------|
| Operating lease liabilities, non-current | | | |
| Operating lease liabilities, non-current | Operating lease liabilities, non-current | 59,520 | 52,070 |
| Deferred tax liabilities | Deferred tax liabilities | 280 | 85 |
| Long-term debt, net | | — | 273,918 |
| Deferred tax liabilities | | | |
| Deferred tax liabilities | | | |
| Total liabilities | Total liabilities | 1,160,478 | 1,236,864 |
| Commitments and contingencies (Note 11) | | | |
| Total liabilities | | | |
| Total liabilities | | | |
| Commitments and contingencies (Note 13) | | | |
| Commitments and contingencies (Note 13) | | | |
| Commitments and contingencies (Note 13) | | | |
| Shareholders' equity: | Shareholders' equity: | | |
| Common shares, \$0.001 par value, 600,000,000 shares authorized, 290,411,108 and 286,053,276 shares issued and outstanding at March 31, 2023 and 2022, respectively | | 290 | 286 |
| Shareholders' equity: | | | |
| Shareholders' equity: | | | |
| Common shares, \$0.001 par value, 600,000,000 shares authorized, 296,962,547 and 290,411,108 shares issued and outstanding at March 31, 2024 and 2023, respectively | | | |
| Common shares, \$0.001 par value, 600,000,000 shares authorized, 296,962,547 and 290,411,108 shares issued and outstanding at March 31, 2024 and 2023, respectively | | | |
| Common shares, \$0.001 par value, 600,000,000 shares authorized, 296,962,547 and 290,411,108 shares issued and outstanding at March 31, 2024 and 2023, respectively | | | |
| Additional paid-in capital | | | |
| Additional paid-in capital | | | |
| Additional paid-in capital | Additional paid-in capital | 1,989,797 | 1,792,197 |
| Accumulated deficit | Accumulated deficit | (353,389) | (461,348) |
| Accumulated deficit | | | |
| Accumulated deficit | | | |
| Accumulated other comprehensive loss | | | |
| Accumulated other comprehensive loss | | | |
| Accumulated other comprehensive loss | Accumulated other comprehensive loss | (31,829) | (26,689) |
| Total shareholders' equity | Total shareholders' equity | 1,604,869 | 1,304,446 |
| Total shareholders' equity | | | |
| Total shareholders' equity | | | |
| Total liabilities and shareholders' equity | Total liabilities and shareholders' equity | \$ 2,765,347 | \$ 2,541,310 |
| Total liabilities and shareholders' equity | | | |
| Total liabilities and shareholders' equity | | | |

See accompanying notes to consolidated financial statements

DYNATRACE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

Fiscal Year Ended March 31,

| | | 2023 | 2022 | 2021 |
|-------------------------------------|-------------------------------------|-----------------------------|-----------|-----------|
| Fiscal Year Ended March 31, | | Fiscal Year Ended March 31, | | |
| 2024 | | 2024 | 2023 | 2022 |
| Revenue: | Revenue: | | | |
| Subscription | Subscription | | | |
| Subscription | Subscription | | | |
| Subscription | Subscription | \$1,083,330 | \$870,439 | \$656,626 |
| Service | Service | 75,200 | 59,006 | 46,883 |
| Service | Service | | | |
| Service | Service | | | |
| Total revenue | Total revenue | 1,158,530 | 929,445 | 703,509 |
| Cost of revenue: | Cost of revenue: | | | |
| Cost of subscription | Cost of subscription | | | |
| Cost of subscription | Cost of subscription | | | |
| Cost of subscription | Cost of subscription | 144,445 | 111,646 | 77,488 |
| Cost of service | Cost of service | 62,882 | 45,717 | 34,903 |
| Amortization of acquired technology | Amortization of acquired technology | 15,564 | 15,513 | 15,317 |
| Total cost of revenue | Total cost of revenue | 222,891 | 172,876 | 127,708 |
| Gross profit | Gross profit | 935,639 | 756,569 | 575,801 |
| Operating expenses: | Operating expenses: | | | |
| Operating expenses: | Operating expenses: | | | |
| Operating expenses: | Operating expenses: | | | |
| Research and development | Research and development | | | |
| Research and development | Research and development | | | |
| Research and development | Research and development | 218,349 | 156,342 | 111,415 |
| Sales and marketing | Sales and marketing | 448,015 | 362,116 | 245,487 |
| General and administrative | General and administrative | 150,031 | 126,622 | 92,219 |
| Amortization of other intangibles | Amortization of other intangibles | 26,292 | 30,157 | 34,744 |
| Restructuring and other | Restructuring and other | 141 | 25 | 40 |
| Total operating expenses | Total operating expenses | | | |
| Total operating expenses | Total operating expenses | | | |
| Total operating expenses | Total operating expenses | 842,828 | 675,262 | 483,905 |
| Income from operations | Income from operations | 92,811 | 81,307 | 91,896 |
| Interest expense, net | Interest expense, net | (3,409) | (10,192) | (14,205) |
| Other income, net | Other income, net | 565 | 544 | 162 |
| Interest income (expense), net | Interest income (expense), net | | | |

| | | | | |
|------------------------------|----------------|------------|-----------|-----------|
| Other (expense) | | | | |
| income, net | | | | |
| Income before | Income before | | | |
| income taxes | income taxes | 89,967 | 71,659 | 77,853 |
| Income tax benefit (expense) | | 17,992 | (19,208) | (2,139) |
| Income tax | | | | |
| (expense) benefit | | | | |
| Net income | Net income | \$ 107,959 | \$ 52,451 | \$ 75,714 |
| Net income per | Net income per | | | |
| share: | share: | | | |
| Basic | | | | |
| Basic | | | | |
| Basic | Basic | \$ 0.38 | \$ 0.18 | \$ 0.27 |
| Diluted | Diluted | \$ 0.37 | \$ 0.18 | \$ 0.26 |
| Weighted | Weighted | | | |
| average shares | average shares | | | |
| outstanding: | outstanding: | | | |
| Basic | Basic | 287,700 | 284,161 | 280,469 |
| Basic | | | | |
| Basic | | | | |
| Diluted | Diluted | 291,617 | 290,903 | 286,509 |

See accompanying notes to consolidated financial statements

DYNATRACE, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

| | | Fiscal Year Ended March 31, | | | | | |
|------------------------------|---------------|-----------------------------|----------|----------|-----------------------------|------|------|
| | | 2023 | 2022 | 2021 | | | |
| | | Fiscal Year Ended March 31, | | | Fiscal Year Ended March 31, | | |
| | | 2024 | 2023 | 2022 | 2024 | 2023 | 2022 |
| Net income | Net income | \$107,959 | \$52,451 | \$75,714 | | | |
| Other | Other | | | | | | |
| comprehensive | comprehensive | | | | | | |
| loss | loss | | | | | | |
| Foreign | Foreign | | | | | | |
| currency | currency | | | | | | |
| translation | translation | | | | | | |
| adjustment | adjustment | (5,140) | (478) | (8,106) | | | |
| Foreign currency translation | | | | | | | |
| adjustment | | | | | | | |
| Foreign currency translation | | | | | | | |
| adjustment | | | | | | | |
| Unrealized | | | | | | | |
| losses on | | | | | | | |
| available-for- | | | | | | | |
| sale | | | | | | | |
| investments, | | | | | | | |
| net of taxes | | | | | | | |
| Total other | Total other | | | | | | |
| comprehensive | comprehensive | | | | | | |
| loss | loss | (5,140) | (478) | (8,106) | | | |

| | | | | |
|----------------------|----------------------|-----------|----------|----------|
| Comprehensive income | Comprehensive income | \$102,819 | \$51,973 | \$67,608 |
|----------------------|----------------------|-----------|----------|----------|

See accompanying notes to consolidated financial statements

DYNATRACE, INC.
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands)

| | | Common Shares | | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Loss | Shareholders' Equity |
|--|--|---------------|--------|----------------------------|---------------------|--------------------------------------|----------------------|
| | | Shares | Amount | | | | |
| Balance, March 31, 2020 | | 280,853 | \$ 281 | \$1,573,347 | \$ (589,819) | \$ (18,105) | \$ 965,704 |
| Foreign currency translation | | | | | | (8,106) | (8,106) |
| | | | | | | | |
| | | Common Shares | | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Loss | Shareholders' Equity |
| | | Shares | Amount | | | | |
| Balance, March 31, 2021 | | | | | | | |
| Balance, March 31, 2021 | | | | | | | |
| Balance, March 31, 2021 | | | | | | | |
| Other comprehensive loss | | | | | | | |
| Restricted stock units vested | Restricted stock units vested | 1,256 | 1 | | | | 1 |
| Restricted stock awards forfeited | Restricted stock awards forfeited | (110) | — | | | | — |
| Issuance of common stock related to employee stock purchase plan | Issuance of common stock related to employee stock purchase plan | 331 | — | 9,195 | | | 9,195 |
| Exercise of stock options | Exercise of stock options | 800 | 1 | 13,051 | | | 13,052 |
| Share-based compensation | Share-based compensation | | | 57,784 | | | 57,784 |
| Equity repurchases | Equity repurchases | | | (49) | | | (49) |
| Cumulative effects adjustment for ASU 2016-02 adoption | | | | | 306 | | 306 |
| Net income | Net income | | | | 75,714 | | 75,714 |
| Balance, March 31, 2021 | | 283,130 | \$ 283 | \$1,653,328 | \$ (513,799) | \$ (26,211) | \$ 1,113,601 |
| Foreign currency translation | | | | | | (478) | (478) |
| Restricted stock units vested | | 1,305 | 1 | (1) | | | — |
| Restricted stock awards forfeited | | (20) | — | | | | — |
| Issuance of common stock related to employee stock purchase plan | | 372 | 1 | 13,912 | | | 13,913 |
| Exercise of stock options | | 1,266 | 1 | 25,488 | | | 25,489 |

| | | | | | | | | |
|--|--|---------|--------|-------------|--------------|-------------|--------------|---------|
| Share-based compensation | | | | 99,536 | | | | 99,536 |
| Equity repurchases | | | | (66) | | | | (66) |
| Net income | | | | | | | | |
| Net income | Net income | 52,451 | | | | 52,451 | | |
| Balance, March 31, 2022 | Balance, March 31, 2022 | 286,053 | \$ 286 | \$1,792,197 | \$ (461,348) | \$ (26,689) | \$ 1,304,446 | |
| Foreign currency translation | | | | | | | (5,140) | (5,140) |
| Other comprehensive loss | | | | | | | | |
| Restricted stock units vested | Restricted stock units vested | 2,139 | 2 | (2) | — | | | |
| Restricted stock awards forfeited | Restricted stock awards forfeited | (15) | — | — | | | | |
| Issuance of common stock related to employee stock purchase plan | Issuance of common stock related to employee stock purchase plan | 553 | — | 17,806 | 17,806 | | | |
| Exercise of stock options | Exercise of stock options | 1,681 | 2 | 32,937 | 32,939 | | | |
| Share-based compensation | Share-based compensation | 146,874 | | | | 146,874 | | |
| Equity repurchases | Equity repurchases | (15) | | | | (15) | | |
| Net income | Net income | 107,959 | | | | 107,959 | | |
| Balance, March 31, 2023 | Balance, March 31, 2023 | 290,411 | \$ 290 | \$1,989,797 | \$ (353,389) | \$ (31,829) | \$ 1,604,869 | |
| Other comprehensive loss | | | | | | | | |
| Restricted stock units vested | | | | | | | | |
| Restricted stock awards granted | | | | | | | | |
| Restricted stock awards granted | | | | | | | | |
| Restricted stock awards granted | | | | | | | | |
| Issuance of common stock related to employee stock purchase plan | | | | | | | | |
| Exercise of stock options | | | | | | | | |
| Share-based compensation | | | | | | | | |
| Net income | | | | | | | | |
| Net income | | | | | | | | |

| |
|-------------------------|
| Net income |
| Balance, March 31, 2024 |

See accompanying notes to consolidated financial statements

DYNATRACE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

| | | Fiscal Year Ended March 31, | | | | | |
|---|---|-----------------------------|-----------|-----------|-----------------------------|------|------|
| | | 2023 | 2022 | 2021 | | | |
| | | Fiscal Year Ended March 31, | | | Fiscal Year Ended March 31, | | |
| | | 2024 | | | 2024 | 2023 | 2022 |
| Cash flows from operating activities: | Cash flows from operating activities: | | | | | | |
| Net income | Net income | \$107,959 | \$ 52,451 | \$ 75,714 | | | |
| Net income | | | | | | | |
| Net income | | | | | | | |
| Adjustments to reconcile net income to cash provided by operations: | Adjustments to reconcile net income to cash provided by operations: | | | | | | |
| Depreciation | Depreciation | | | | | | |
| Depreciation | Depreciation | 12,541 | 10,638 | 9,022 | | | |
| Amortization | Amortization | 42,070 | 46,238 | 51,942 | | | |
| Share-based compensation | Share-based compensation | 146,874 | 99,536 | 57,784 | | | |
| Loss on extinguishment of debt | Loss on extinguishment of debt | 5,925 | — | — | | | |
| Deferred income taxes | Deferred income taxes | (53,534) | (12,401) | (7,036) | | | |
| Other | Other | 988 | 1,486 | 1,845 | | | |
| Net change in operating assets and liabilities: | Net change in operating assets and liabilities: | | | | | | |
| Accounts receivable | Accounts receivable | | | | | | |
| Accounts receivable | Accounts receivable | (94,910) | (108,848) | (81,992) | | | |
| Deferred commissions | Deferred commissions | (45,191) | (29,533) | (16,323) | | | |
| Prepaid expenses and other assets | Prepaid expenses and other assets | 26,753 | (8,108) | 5,669 | | | |
| Accounts payable and accrued expenses | Accounts payable and accrued expenses | 58,680 | 35,946 | 26,592 | | | |

| | | | | |
|---|---|-----------|-----------|-----------|
| Operating leases, net | Operating leases, net | 1,186 | 1,353 | 731 |
| Deferred revenue | Deferred revenue | 145,544 | 162,159 | 96,488 |
| Net cash provided by operating activities | Net cash provided by operating activities | 354,885 | 250,917 | 220,436 |
| Cash flows from investing activities: | Cash flows from investing activities: | | | |
| Purchase of property and equipment | Purchase of property and equipment | (21,540) | (17,695) | (14,076) |
| Capitalized software costs | | — | — | 197 |
| Purchase of property and equipment | | | | |
| Purchase of property and equipment | | | | |
| Capitalized software additions | | | | |
| Acquisition of businesses, net of cash acquired | Acquisition of businesses, net of cash acquired | — | (13,195) | — |
| Purchases of investments | | | | |
| Net cash used in investing activities | | | | |
| Net cash used in investing activities | | | | |
| Net cash used in investing activities | Net cash used in investing activities | (21,540) | (30,890) | (13,879) |
| Cash flows from financing activities: | Cash flows from financing activities: | | | |
| Repayment of term loans | | | | |
| Repayment of term loans | | | | |
| Repayment of term loans | Repayment of term loans | (281,125) | (120,000) | (120,000) |
| Debt issuance costs | Debt issuance costs | (1,949) | — | — |
| Proceeds from employee stock purchase plan | Proceeds from employee stock purchase plan | 17,806 | 13,913 | 9,195 |
| Proceeds from exercise of stock options | Proceeds from exercise of stock options | 32,939 | 25,489 | 13,052 |
| Equity repurchases | Equity repurchases | (15) | (66) | (49) |
| Net cash used in financing activities | | (232,344) | (80,664) | (97,802) |

| | | | | |
|---|---|-------------|-----------|------------|
| Net cash provided by (used in) financing activities | | | | |
| Effect of exchange rates on cash and cash equivalents | | | | |
| Effect of exchange rates on cash and cash equivalents | | | | |
| Effect of exchange rates on cash and cash equivalents | Effect of exchange rates on cash and cash equivalents | (8,620) | (1,358) | 3,037 |
| Net increase in cash and cash equivalents | Net increase in cash and cash equivalents | 92,381 | 138,005 | 111,792 |
| Net increase in cash and cash equivalents | | | | |
| Net increase in cash and cash equivalents | | | | |
| Cash and cash equivalents, beginning of year | | | | |
| Cash and cash equivalents, beginning of year | | | | |
| Cash and cash equivalents, beginning of year | Cash and cash equivalents, beginning of year | 462,967 | 324,962 | 213,170 |
| Cash and cash equivalents, end of year | Cash and cash equivalents, end of year | \$555,348 | \$462,967 | \$324,962 |
| Supplemental cash flow data: | Supplemental cash flow data: | | | |
| Supplemental cash flow data: | | | | |
| Supplemental cash flow data: | | | | |
| Cash paid for interest | Cash paid for interest | \$ 7,109 | \$ 8,375 | \$ 12,475 |
| Cash (received from) paid for tax, net | | \$ (14,311) | \$ 24,247 | \$ (7,337) |
| Cash paid for interest | | | | |
| Cash paid for interest | | | | |
| Cash paid for tax (received from), net | | | | |
| Non-cash investing and financing activities: | | | | |
| Non-cash investing and financing activities: | | | | |
| Non-cash investing and financing activities: | | | | |
| Capitalized software additions in accounts payable and accrued expenses | | | | |
| Capitalized software additions in accounts payable and accrued expenses | | | | |
| Capitalized software additions in accounts payable and accrued expenses | | | | |

See accompanying notes to consolidated financial statements

DYNATRACE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of the Business

Business

Dynatrace, Inc. ("Dynatrace" or the "Company") designed its unified offers the only end-to-end platform that combines broad and deep observability and continuous runtime application security platform with analytics advanced artificial intelligence ("AI") for IT operations to provide answers and intelligent automation from data at its core to address the growing complexity faced by technology an enormous scale. The Company's comprehensive solutions help IT, development, security, and business operations teams at global organizations modernize and automate cloud operations, deliver software faster and more securely, and provide significantly improved digital business teams as these enterprises further embrace the cloud to effect their digital transformation. Artificial intelligence and continuous automation deliver precise answers about the performance and security of applications, the underlying infrastructure, and the experience of its customers' users that enable organizations to innovate faster, operate more efficiently, and improve user experiences for consistently better business outcomes. experiences.

Fiscal year

The Company's fiscal year ends on March 31. References to fiscal 2023, 2024, for example, refer to the fiscal year ended March 31, 2023 March 31, 2024.

2. Significant Accounting Policies

Basis of presentation and consolidation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements.

There were no new recently issued accounting pronouncements that were expected to have a material impact on the consolidated financial statements and related notes.

Change in presentation

Effective in the fourth quarter of fiscal 2023, "License" revenue is no longer presented in the consolidated statements of operations and is included in "Subscription" revenue. License revenue is recognized from sales of perpetual and term-based licenses of the Company's Classic offerings, which were sunset as of April 1, 2021. Licenses were only sold to existing customers as they transitioned to the Dynatrace Software. There was no revenue from Classic products for the year ended March 31, 2023. The remaining revenue from Classic products of \$0.1 million, and \$1.5 million for the years ended March 31, 2022 and 2021, respectively, is insignificant, and as such, the Company decided to no longer present "License" revenue as a separate category in the consolidated statements of operations. Prior periods have been revised to conform to the current period presentation, which had no impact on the Company's total revenue or net income.

Reclassification

During the fourth quarter of fiscal 2023, the Company refined its methodology used to allocate depreciation expense for certain property and equipment to better align the expense with the related use of property and equipment. This change in allocating depreciation expense has been applied retrospectively to April 1, 2022, and had no impact on the Company's income from operations and net income. Prior period amounts have income and was applied retrospectively to fiscal 2023. Fiscal 2022 has not been reclassified to conform to the current period presentation as the impact is not material.

The following table presents the effect of the reclassification and the impact on the Company's consolidated statements of operations (in thousands):

| | Fiscal Year Ended March 31, 2023 | | |
|----------------------------|----------------------------------|----------------|------------------|
| | Previous Method | Current Method | Effect of Change |
| Research and development | \$ 213,971 | \$ 218,349 | \$ 4,378 |
| Sales and marketing | 445,173 | 448,015 | 2,842 |
| General and administrative | 157,251 | 150,031 | (7,220) |
| Net income | 107,959 | 107,959 | — |

The following tables present the effect of the reclassification and the impact on the Company's condensed consolidated statements of operations in the issued fiscal 2023 Form 10-Qs (unaudited - in thousands):

| | Three Months Ended December 31, 2022 | | |
|----------------------------|--------------------------------------|----------------|------------------|
| | Previous Method | Current Method | Effect of Change |
| Research and development | \$ 53,411 | \$ 54,531 | \$ 1,120 |
| Sales and marketing | 111,524 | 112,292 | 768 |
| General and administrative | 36,242 | 34,354 | (1,888) |
| Net income | 15,026 | 15,026 | — |

| | Three Months Ended September 30, 2022 | | |
|----------------------------|---------------------------------------|----------------|------------------|
| | Previous Method | Current Method | Effect of Change |
| Research and development | \$ 51,907 | \$ 52,905 | \$ 998 |
| Sales and marketing | 104,669 | 105,348 | 679 |
| General and administrative | 40,074 | 38,397 | (1,677) |
| Net income | 10,526 | 10,526 | — |

| | Three Months Ended June 30, 2022 | | |
|----------------------------|----------------------------------|----------------|------------------|
| | Previous Method | Current Method | Effect of Change |
| Research and development | \$ 48,482 | \$ 49,411 | \$ 929 |
| Sales and marketing | 105,015 | 105,673 | 658 |
| General and administrative | 36,321 | 34,734 | (1,587) |
| Net income | 2,114 | 2,114 | — |

Foreign currency translation

The reporting currency of the Company is the U.S. dollar ("USD"), dollar. The functional currency of the Company's principal foreign subsidiaries is the currency of the country in which each entity operates. Accordingly, assets and liabilities in the consolidated balance sheets have been translated at the rate of exchange at the balance sheet date, and revenues and expenses have been translated at average exchange rates prevailing during the period the transactions occurred. Translation adjustments have been excluded from the results of operations and are reported as accumulated other comprehensive loss within the consolidated statements of shareholders' equity.

Transaction gains and losses generated by the effect of changes in foreign currency exchange rates on recorded assets and liabilities denominated in a currency different than the functional currency of the applicable entity are recorded in "Other (expense) income, net" in the consolidated statements of operations.

Use of estimates

The preparation of consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported amounts of assets, liabilities, the disclosure of contingent assets and liabilities as of the date of in the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. accompanying notes. Management periodically evaluates such estimates and assumptions for continued reasonableness. on an ongoing basis. In particular, the Company makes estimates with respect to the stand-alone stand alone selling price for each distinct performance obligation in customer contracts with multiple performance obligations, the allowance for credit losses, the fair value of tangible assets acquired and intangible assets acquired, liabilities assumed in business combinations, the valuation of long-lived assets, the period of benefit for deferred commissions and material rights, income taxes, equity-based compensation expense, and the determination of the incremental borrowing rate used for operating lease liabilities, among other things. Appropriate adjustments, if any, to the Management bases these estimates used on historical experiences and on various other assumptions that we believe are made prospectively based upon such periodic evaluation. reasonable. Actual results could differ from those estimates.

Segment information

The Company operates as one operating segment. The Company's chief operating decision maker is its chief executive officer, who reviews financial information presented on a consolidated basis, for purposes of making operating decisions, assessing financial performance and allocating resources.

Business combinations

When the Company acquires a business, management allocates the fair value of the purchase price to the net tangible assets acquired and identifiable intangible assets acquired. Any residual liabilities assumed. The excess of the purchase price over the fair values of the identifiable assets and liabilities is recorded as goodwill. The allocation Determining the fair values of the purchase price identifiable assets and liabilities requires management to make significant estimates in determining the fair values of assets acquired and liabilities assumed, assumptions, especially with respect to intangible assets. These estimates can include, but are not limited to, the cash flows that an asset is expected to generate in the future, the appropriate weighted average cost of capital, and the cost savings expected to be derived from acquiring an asset. asset and the useful lives of intangible assets. During the measurement period, which may be up to one year from the acquisition date, the Company may record adjustments to the fair value of assets acquired and liabilities assumed, with the corresponding offset to goodwill.

In fiscal 2022, the Company completed acquisitions of entities for total cash consideration, net of cash acquired, of \$13.2 million. As a result, the Company recognized goodwill of \$11.0 million and intangible assets of \$2.6 million related to technology with an estimated useful life of nine years. Goodwill generated from the acquisitions is attributable to increased synergies that Acquisition-related transactions are expected to be achieved from the integration of the acquired developed technology into the Dynatrace® platform, and is not deductible for tax purposes. The results of operations of the acquired entities have been included within the Company's consolidated statements of operations from the acquisition date. The acquisitions were not material to the consolidated financial statements. The allocated purchase price of the acquisitions were finalized during fiscal 2023. The Company did not complete any acquisitions in fiscal 2023 and 2021. expensed as incurred.

Revenue recognition

The Company sells subscriptions, software licenses, maintenance and support, and professional services together in contracts with its customers, which include end-customers and channel partners. The Company's software license agreements provide customers with a right to use software **perpetually or** for a defined term. As required under applicable accounting principles, the goods and services that the Company promises to transfer to a customer are accounted for separately if they are distinct from one another. Promised items that are not distinct are bundled as a combined performance obligation. The transaction price is allocated to the performance obligations based on the relative estimated standalone selling prices of those performance obligations.

The Company determines revenue recognition through the following steps:

1. *Identification of the contract, or contracts, with a customer*

The Company considers the terms and conditions of the contract in identifying the contracts. The Company determines a contract with a customer to exist when the contract is approved, each party's rights regarding the services to be transferred can be identified, the payment terms for the services can be identified, it has been determined the customer has the ability and intent to pay, and the contract has commercial substance. At contract inception, the Company will evaluate whether two or more contracts should be combined and accounted for as a single contract and whether the combined or single contract includes more than one performance obligation. The Company applies judgment in determining the customer's ability and intent to pay, which is based on a variety of factors, including the customer's historical payment experience or, in the case of a new customer, credit, and financial information pertaining to the customer.

2. *Identification of the performance obligations in the contract*

Performance obligations promised in a contract are identified based on the services and the products that will be transferred to the customer that are both capable of being distinct, whereby the customer can benefit from the service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the services and the products is separately identifiable from other promises in the contract. In identifying performance obligations, the Company reviews contractual terms, considers whether any implied rights exist, and evaluates published product and marketing information. The Company's performance obligations consist of (i) (a) subscription services, (ii) (b) software licenses, (iii) (c) maintenance and support for software licenses, and (iv) (d) professional services.

3. *Determination of the transaction price*

The transaction price is determined based on the consideration to which the Company expects to be entitled in exchange for transferring services to the customer. Variable consideration is included in the transaction price if, in the Company's judgment, it is probable that a significant future reversal of cumulative revenue under the contract will not occur. The Company's contracts do not contain a significant financing component.

4. *Allocation of the transaction price to the performance obligations in the contract*

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price ("SSP") for arrangements not including **subscription services or software licenses or subscription services, licenses**. The Company has determined that its pricing for **subscription services and software licenses and subscription services** is highly variable and therefore allocates the transaction price to those performance obligations using the residual approach.

5. *Recognition of revenue when, or as a performance obligation is satisfied*

Revenue is recognized at the time the related performance obligation is satisfied by transferring the control of the promised service to a customer. Revenue is recognized when control of the service is transferred to the customer, in an amount that reflects the consideration that the Company expects to receive in exchange for those services.

Subscription

Subscription revenue relates to performance obligations for which the Company recognizes revenue over time as control of the product or service is transferred to the customer. Subscription revenue includes arrangements that permit customers to access and utilize the Company's hosted software delivered on a **SaaS Software-as-a-Service ("SaaS")** basis, term-based and perpetual licenses of the **Company's Dynatrace Software, platform**, as well as maintenance. The when-and-if available updates of the Dynatrace **Software, platform**, which are part of the maintenance agreement, are critical to the continued utility of the Dynatrace **Software, platform**; therefore, the Company has determined the Dynatrace **Software platform** and the related when-and-if available updates to be a combined performance obligation. Accordingly, when Dynatrace **Software platform** is sold under a term-based license, the revenue associated with this combined performance obligation is recognized ratably over the license term as maintenance is included for the duration of the license term. The Company has determined that perpetual licenses of Dynatrace **Software platform** provide customers with a material right to acquire additional goods or services that they would not receive without entering into the initial contract as the renewal option for maintenance services allows the customer to extend the utility of the Dynatrace **Software platform** without having to again make the initial payment of the perpetual software license fee. The associated material right is deferred and recognized ratably over the term of the expected optional maintenance renewals.

Subscription revenue also includes maintenance services relating to the Company's Classic offerings as that revenue is recognized over time given that the obligation is a stand-ready obligation to provide customer support and when-and-if available updates to the Classic software as well as certain other stand-ready obligations.

Service

The Company offers implementation, consulting and training services for the Company's software solutions and SaaS offerings. Services fees are generally based on hourly rates. Revenues from services are recognized in the period the services are performed, provided that collection of the related receivable is reasonably assured.

Deferred commissions

Deferred sales commissions earned by the Company's sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for new contracts are deferred and then amortized on a straight-line basis over a period of benefit which the Company has estimated to be three years. The period of benefit has been determined by taking into consideration the duration of customer contracts, the life of the technology, renewals of maintenance and other factors. Sales commissions for renewal contracts are deferred and then amortized on a straight-line basis over a period of benefit which the Company has estimated to be three years. Amortization expense is included in "Sales and marketing" expenses on the consolidated statements of operations.

The Company periodically reviews these deferred costs to determine whether events or changes in circumstances have occurred that could impact the period of benefit of these deferred commissions. There were no impairment losses recorded during the periods presented.

Deferred revenue

Deferred revenue consists primarily of billed subscription and maintenance fees related to the future service period of subscription and maintenance agreements in effect at the reporting date. Deferred licenses are also included in deferred revenue for those billed arrangements that are being recognized over time. Short-term deferred revenue represents the unearned revenue that will be earned within **twelve 12** months of the balance sheet date; whereas, long-term deferred revenue represents the unearned revenue that will be earned after **twelve 12** months from the balance sheet date.

Payment terms

Payment terms and conditions vary by contract type, although the Company's terms generally include a requirement of payment within 30 to 60 days. In instances where the timing of revenue recognition differs from the timing of payment, the Company has determined that its contracts do not include a significant financing component. The primary purpose of invoicing terms is to provide customers with simplified and predictable ways of purchasing products and services, not to receive financing from customers or to provide customers with financing.

Contract modifications

Contract modifications are assessed to determine (i) if the additional goods and services are distinct from the goods and services in the original arrangement; and (ii) if the amount of the consideration expected for the added goods and services reflects the **stand-alone stand alone** selling price of those goods and services, as adjusted for contract-specific circumstances. The Company's additional goods and services offered have historically been distinct. A contract modification meeting both criteria is accounted for as a separate contract. A contract modification not meeting both criteria is considered a change to the original contract, which the Company accounts for on a prospective basis as the termination of the existing contract and the creation of a new contract.

Cost of revenue

Cost of subscription

Cost of subscription revenue includes all direct costs to deliver the Company's subscription products including salaries, benefits, share-based compensation and related expenses, such as employer taxes, third-party hosting fees related to the Company's cloud services, allocated overhead for **depreciation of equipment**, facilities, IT, and amortization of internally developed capitalized software technology. The Company recognizes these expenses as they are incurred.

Cost of service

Cost of service revenue includes salaries, benefits, share-based compensation and related expenses, such as employer taxes for the Company's services organization **and** allocated overhead for depreciation of equipment, facilities and IT. The Company recognizes expense related to its services organization as they are incurred.

Amortization of acquired technology

Amortization of acquired technology includes amortization expense for technology acquired in the Thoma Bravo Funds' acquisition of the Company in 2014, **business combinations** and **business combinations, asset acquisitions**.

Research and development

Research and development ("**R&D**") **costs are expensed as incurred. Research and development** costs primarily include the cost of programming personnel, including share-based **compensation. R&D costs related to the Company's software solutions are reported as "Research compensation, and development" in the consolidated statements allocated overhead for deprecation of operations, equipment, facilities and IT.**

Advertising

Advertising costs are expensed as incurred and are included in "Sales and marketing" expense in the consolidated statements of operations. Advertising expense was **\$36.2 million \$37.7 million, \$49.9 million \$36.2 million, and \$26.4 million \$49.9 million** during the years ended **March 31, 2023 March 31, 2024, 2022 2023 and 2021 2022**, respectively.

Leases

Leases arise from contractual obligations that convey the right to control the use of identified property, plant or equipment for a period of time in exchange for consideration. At the inception of the contract, the Company determines if an arrangement contains a lease based on whether there is an identified asset and whether the Company controls the use of the identified asset. The Company also determines the classification of that lease, between financing and operating, at the lease commencement date. The Company accounts for and allocates consideration to the lease and non-lease components as a single lease component.

A right-of-use asset represents the Company's right to use an underlying asset **for the lease term** and a lease liability represents the Company's obligation to make payments during the lease term. Right-of-use assets are **recorded and** recognized at **the lease commencement date** for the lease liability, **amount**, adjusted for initial direct costs incurred and lease incentives received. Lease liabilities are recorded at the present value of the future lease payments over the lease **term at commencement. term**. The discount rate used to

determine the present value is the incremental borrowing rate **unless the interest rate implicit in the lease is readily determinable. As** as the implicit rate for the operating leases is generally not **determinable**, the Company uses an incremental borrowing rate as the discount rate at the lease commencement date to determine the present value of lease **payments, determinable**. The Company determines the **discount incremental borrowing** rate of the leases by considering various factors, such as the credit rating, interest rates of similar debt instruments of entities with comparable credit ratings, jurisdictions, and the lease term.

The Company's operating leases typically include non-lease components such as common-area maintenance costs, utilities, and other maintenance costs. The Company has elected to include non-lease components with lease payments for the purpose of calculating lease right-of-use assets and liabilities to the extent that they are fixed. Non-lease components that are not fixed are expensed as incurred as variable lease payments.

The Company's lease terms may include options to extend or terminate the lease. The Company generally uses the base, non-cancelable, lease term when recognizing the lease assets and liabilities, unless it is reasonably certain that the Company will exercise those options. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The Company's right-of-use assets are included in "Operating lease right-of-use asset, net" and the current and non-current portions of the lease liabilities are included in "Operating lease liabilities, current" and "Operating lease liabilities, non-current," respectively, on the consolidated balance sheets. The Company does not record leases with terms of 12 months or less on the consolidated balance sheets. Lease expense is recognized on a straight-line basis over the expected lease term.

Concentration of credit risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and cash equivalents, **investments** and accounts receivable.

The Company maintains the majority of its cash, cash equivalents and investments with major financial institutions that the Company believes to be of high credit standing. The Company maintains its cash in bank deposit accounts that, at times, may exceed federally insured limits. **There is presently no concentration**

The Company provides credit to customers in the normal course of **credit risk for business**. The Company's customer base consists of a large number of geographically-dispersed customers as **no individual entity** across multiple industries. As of March 31, 2024, there was one customer with a balance greater than 10% of accounts receivable. No customer represented more than 10% of the **balance in** accounts receivable **balance** as of March 31, 2023, **2022 and 2021** or 10% of revenue for the years ended **March 31, 2023** **March 31, 2024**, **2022** **2023** and **2021**, **2022**.

Cash and cash equivalents

All highly liquid investments with **a an original** maturity of three months or less when purchased are considered cash and cash equivalents.

Investments

The Company's investments consist of U.S. treasury securities. These investments are classified as available-for-sale and recorded at fair value in the consolidated balance sheet.

Premiums and discounts are amortized or accreted over the life of the related available-for-sale security as an adjustment to yield. Interest income is recognized when earned.

Unrealized gains and losses on available-for-sale investments, net of tax, are included within accumulated other comprehensive income in the consolidated balance sheets. The Company regularly reviews the securities in an unrealized loss position and evaluates the current expected credit loss by considering factors such as credit ratings, issuer-specific factors, current economic conditions, and reasonable and supportable forecasts. The Company does not intent to sell these investments and it is more likely than not that the Company will not be required to sell these investments before recovery of their amortized cost basis. Based on the evaluation of available evidence, the Company does not believe any unrealized losses on its investments as of March 31, 2024 represent credit losses.

Accounts receivable, net

Trade accounts receivable are recorded at the invoiced amount. Accounts receivable are recorded at the invoiced amount, net of allowance for credit losses. The Company regularly reviews the adequacy of the allowance for credit losses based on a combination of factors. In establishing any required allowance, management considers historical losses adjusted for current market conditions, the Company's customers' financial condition, the amount of any receivables in dispute, the current receivables aging, current payment terms and expectations of forward-looking loss estimates. Allowance for credit losses was **\$3.8 million** **\$4.5 million** and **\$3.2 million** and is classified as "Accounts receivable, net" in the **consolidated balance sheets** **\$3.8 million** as of **March 31, 2023** **March 31, 2024** and **2022**, **2023**, respectively.

Property and equipment, net

The Company states property and equipment, net, at the **acquisition** cost less accumulated depreciation. Depreciation is recorded using the straight-line method over the estimated useful lives of the related assets. **Leasehold improvements are depreciated over the shorter of the useful lives of the assets or the related lease.** The following table presents the estimated useful lives of the Company's property and equipment:

| | |
|---------------------------------|--|
| Computer equipment and software | 3 - 5 years |
| Furniture and fixtures | 5 - 10 years |
| Leasehold improvements | Shorter Lesser of 10 years or the lease term |

Property and equipment are reviewed for impairment whenever events or circumstances indicate their carrying value may not be recoverable. When such events or circumstances arise, an estimate of future undiscounted cash flows produced by the asset, or the appropriate grouping of assets, is compared to the asset's carrying

value to determine if an impairment exists. If the asset is determined to be impaired, the impairment loss is measured based on the excess of its carrying value over its fair value. Assets to be disposed of are reported at the lower of carrying value or net realizable value. There was no impairment of property and equipment during the years ended March 31, 2023, 2022 and 2021.

Goodwill and other intangible assets

Goodwill represents the excess of the purchase price of an acquired business over the fair value of the underlying net tangible assets acquired and intangible assets. Goodwill is evaluated for impairment annually in the fourth quarter of the Company's fiscal year, and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. Triggering events that may indicate impairment include, but are not limited to, a significant adverse change in customer demand or business climate that could affect the value of goodwill or a significant decrease in expected cash flows. The Company has elected to first assess the qualitative factors to determine if it is more likely than not that the fair value of the underlying assets is less than its carrying amount. If the Company determines that it is more likely than not that the underlying assets' fair value is less than its carrying amount in the qualitative analysis, then a quantitative goodwill impairment test will be performed by comparing the fair value of the assets to their carrying value. For the purposes of impairment testing, the Company is evaluated as one reporting unit.

Intangible assets consist primarily of customer relationships, developed technology, tradenames and trademarks, all of which have a finite useful life, as well as goodwill. Intangible assets are amortized based on either the pattern in which the economic benefits of the intangible assets are estimated to be realized or on a straight-line basis, which approximates the manner in which the economic benefits of the intangible asset will be consumed.

There was no impairment of goodwill and other intangible assets during the years ended March 31, 2023, March 31, 2024, 2022 and 2021.

Capitalized software

The Company's capitalized software includes the costs of internally developed software technology and software technology purchased through acquisition. Internally developed software technology consists of software development costs associated with software products to be sold ("software products") and developed, acquired or modified for internal use software associated with hosted software.

Costs associated with incurred during the development preliminary planning and evaluation stage of software technology the project and during the post implementation stages of the project are expensed prior to the establishment of technological feasibility and capitalized thereafter until the related software technology is available for general release to customers. Technological feasibility is established when management has authorized and committed to funding a project and it is probable that the project will be completed, and the software will be used to perform the function intended. For internal use software, capitalization begins as incurred. Costs incurred during the application development stage. Internally stage of the project are capitalized. These capitalized costs consist of internal compensation related costs and direct external costs. The amortization period for these capitalized costs is generally three to five years depending on the project.

During the year ended March 31, 2024, the Company entered into a license agreement with an application security provider, resulting in \$10.3 million of capitalized costs related to software developed software technology is recorded within "Other intangible assets, net" in the consolidated balance sheets for internal use. During the years ended March 31, 2023 and 2022, the Company did not capitalize any costs for internally software developed software technology. The Company capitalized \$0.3 million, offset by \$0.5 million of derecognized software costs during the year ended March 31, 2021.

The amortization of capitalized software technology is computed on a project-by-project basis. The annual amortization is the greater of the amount computed using (a) the ratio of current gross revenues compared with the total of current and anticipated future revenues for the software technology or (b) the straight-line method over the remaining estimated economic life of the software technology, including the period being reported on. Amortization begins when the software technology is available for general release to customers. The amortization period for capitalized software is generally three to five years. Amortization of internally software developed capitalized software technology for internal use was \$0.2 million \$0.9 million, \$0.6 million \$0.2 million, and \$1.9 million \$0.6 million during the years ended March 31, 2023, March 31, 2024, 2022 and 2021, respectively, and is recorded within "Cost of subscription" in the consolidated statements of operations.

Costs related to software developed for sale are expensed as research and development until technological feasibility has been established for the product. Once technological feasibility has been established for the product, all software costs are capitalized until the product is available for general release to customers. To date, the software development costs have not been capitalized as the cost incurred and time between technological feasibility and general product release was insignificant. As such, these costs are expensed as incurred and recorded in "Research and development" in the consolidated statements of operations.

Impairment of long-lived assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is estimated by the Company using discounted cash flows and other market-related valuation models, including earnings multiples and comparable asset market values. If circumstances change or events occur to indicate that the Company's fair market value has fallen below book value, the Company will compare the estimated fair value of long-lived assets (including goodwill) to its book value. If the book value exceeds the estimated fair value, the Company will recognize the difference as an impairment loss in the consolidated statements of operations. The Company has not incurred any impairment losses during the years ended March 31, 2023, March 31, 2024, 2022 and 2021.

Income taxes

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the consolidated financial statements and income tax bases of assets and liabilities and net operating loss and tax credit carryforwards using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the period that

includes the enactment date. The Company has the ability to permanently reinvest any earnings in its foreign subsidiaries and therefore does not recognize any deferred tax liabilities that arise from outside basis differences in its investment in subsidiaries.

The Company records net deferred tax assets to the extent it believes these assets will more likely than not be realized. These deferred tax assets are subject to periodic assessments as to recoverability and reduced by a valuation allowance if it is determined that it is more likely than not that some or all of the benefits deferred taxes will not be realized, valuation allowances are recorded that would reduce deferred tax assets. In making such determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent financial operations.

The Company accounts for uncertain tax positions based in accordance with ASC 740 on those positions taken or expected to be taken the basis of a two-step process in a tax return. The which (1) the Company determines if the amount of available support indicates that whether it is more likely than not that the tax position positions will be sustained on audit, including resolution of the basis of any related appeals or litigation processes. The the technical merits of the position and (2) for those tax positions that meet the more likely than not recognition threshold, the Company then measures the tax benefit as recognizes the largest amount of tax benefit that is more than 50% likely to be realized upon settlement, ultimate settlement with the related tax authority. The Company adjusts reserves for the uncertain tax positions due to changing facts and circumstances. To the extent that the final outcome of these matters is different than the amounts recorded, such differences will impact the Company's tax provision in its consolidated statements of operations in the period in which such determination is made. Interest recognizes interest and penalties related to uncertain income unrecognized tax positions are included in benefits on the income tax provision, expense line the accompanying consolidated statement of operations.

The Company treats Global Intangible Low Taxed Income ("GILTI") ("GILT") as a period cost.

Fair value of assets and liabilities

Assets and liabilities recorded at fair value in the financial statements are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Hierarchical The hierarchical levels which are directly related to the amount of subjectivity associated with the inputs to the valuation of these assets or liabilities are as follows:

- Level 1: Observable inputs that reflect quoted prices for identical assets or liabilities in active markets;
- Level 2: Observable inputs, other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and
- Level 3: Unobservable inputs reflecting the Company's own assumptions incorporated in valuation techniques used to determine fair value. These assumptions are required to be consistent with market participant assumptions that are reasonably available.

The Company's carrying amounts of financial instruments including cash and cash equivalents, investments, accounts receivable, accounts payable and other current liabilities approximate are stated at their carrying value, which approximates their fair values due to their short maturities. The Company's former term loan credit facilities, which were paid in full as of March 31, 2023, are not recorded at fair value and the carrying value approximated fair value due to its floating interest rate, which was considered a level 2 measurement.

Share-based compensation

The Company measures the cost of employee services received in exchange for an award of equity instruments, including stock options, restricted stock awards ("RSAs"), time-based and performance-based restricted stock units ("RSUs"), and the purchase rights under the employee stock purchase plan (the "ESPP"), based on the estimated grant-date fair value of the award. The Company calculates the fair value of stock options and the purchase rights under the ESPP using the Black-Scholes option-pricing model. This requires the input of assumptions, including the fair value of the Company's underlying common stock, the expected term of stock options and purchase rights, the expected volatility of the price of the Company's common stock, risk-free interest rates, and the expected dividend yield of the Company's common stock. The fair value of restricted stock RSAs and RSUs is determined by the closing price on the date of grant of the Company's common stock as reported on the NYSE, stock.

The Company recognizes the fair value as share-based compensation expense following the straight-line attribution method over the requisite service period of the entire award for stock options, restricted stock, RSAs and RSUs; and over the offering period for the purchase rights issued under the ESPP. For performance-based RSUs that vest based upon continued service and achievement of certain performance conditions, share-based compensation expense is recognized over the requisite service period following the accelerated attribution method if it is probable based upon the probability that the performance condition will be satisfied. The probability of achievement is assessed periodically to determine whether the performance condition continues to be probable. When there is a change in the probability of achievement, any cumulative effect of the change in requisite service period is recognized in the period of the change with the change to be amortized over the respective vesting period. Forfeitures are accounted for in the period in which the awards are forfeited.

Excess tax benefits from vested RSUs and exercised stock options are recognized as an income tax benefit in the income statement and reflected in operating activities in the statement of cash flows. Share-based compensation cost that has been included in income from continuing operations amounted to \$146.9 million, \$99.5 million, and \$57.8 million for the years ended March 31, 2023, 2022, and 2021, respectively. The total income tax benefit recognized in the consolidated statements of operations for share-based compensation arrangements was \$38.1 million, \$43.1 million, and \$21.3 million for the years ended March 31, 2023, 2022, and 2021, respectively. This includes tax benefits recognized related to stock option exercises of \$8.7 million, \$14.9 million, and \$8.4 million for the years ended March 31, 2023, 2022, and 2021, respectively.

Net income per share

Basic net income per share is calculated by dividing the net income for the period by the weighted-average number of common shares outstanding during the period, without consideration of potentially dilutive securities, period. Diluted net income per share includes the is computed by giving effect to all potentially dilutive effect of common share equivalents and is calculated using the weighted-average number of common shares securities, including stock options, RSUs, RSAs, and the common share equivalents outstanding during impact of the reporting period. An anti-dilutive purchase rights of the ESPP.

Recently issued accounting pronouncements

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, Segment Reporting (Topic 280), Improvements to Reportable Segment Disclosures, which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses and application of all segment disclosure requirement to entities with a single reportable segment. ASU 2023-07 is effective for the Company's fiscal 2025 and interim periods thereafter. The Company is evaluating the impact of the ASU on its disclosures.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which expands disclosures in the income tax rate reconciliation table and disaggregates the income taxes paid by jurisdiction. ASU 2023-09 will be effective for the Company's fiscal 2026. The Company is an increase in net currently evaluating the impact of the ASU on its income per share or a reduction in net loss per share resulting from tax disclosures within the conversion, exercise, or contingent issuance of certain securities, consolidated financial statements and related disclosures.

3. Revenue Recognition

Disaggregation of revenue

The following table is a summary of the Company's total revenue by geographic region (in thousands, except percentages):

| | | Fiscal Year Ended March 31, | | | | | | | | | | | | |
|--------------------------------|--------------------------------|-----------------------------|------|-----------|------|-----------|------|--------------------------------|-----------|--------|-----------|--------|-----------|------|
| | | 2023 | | 2022 | | 2021 | | | | | | | | |
| | | Amount | % | Amount | % | Amount | % | | | | | | | |
| | | Fiscal Year Ended March 31, | | | | | | | | | | | | |
| | | 2024 | | | | | | 2024 | | 2023 | | 2022 | | |
| | | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % | |
| North America | North America | \$ 690,899 | 60 % | \$512,946 | 56 % | \$388,188 | 55 % | North America | \$852,497 | 60 % | \$690,899 | 60 % | \$512,946 | 56 % |
| Europe, Middle East and Africa | Europe, Middle East and Africa | 292,176 | 25 % | 278,902 | 30 % | 216,647 | 31 % | Europe, Middle East and Africa | 354,793 | 25 % | 292,176 | 25 % | 278,902 | 30 % |
| Asia Pacific | Asia Pacific | 111,339 | 10 % | 96,454 | 10 % | 78,295 | 11 % | Asia Pacific | 130,611 | 9 % | 111,339 | 10 % | 96,454 | 10 % |
| Latin America | Latin America | 64,116 | 5 % | 41,143 | 4 % | 20,379 | 3 % | Latin America | 92,629 | 6 % | 64,116 | 5 % | 41,143 | 4 % |
| Total revenue | Total revenue | \$ 1,158,530 | | \$929,445 | | \$703,509 | | | | | | | | |

For the years ended March 31, 2023, March 31, 2024, 2022, 2023, and 2021, 2022, the United States was the only country that represented more than 10% of the Company's revenues in any period, constituting \$807.7 million and 56%, \$652.0 million and 56%, \$477.2 million and 51%, and \$362.1 million \$477.2 million and 51% of total revenue, respectively.

Deferred commissions

The following table represents a rollforward of the Company's deferred commissions (in thousands):

| Fiscal Year Ended March 31, | | | |
|--------------------------------------|------------|------------|-----------|
| | 2023 | 2022 | 2021 |
| Beginning balance | \$ 126,036 | \$ 97,624 | \$ 78,245 |
| Additions to deferred commissions | 119,233 | 89,899 | 63,627 |
| Amortization of deferred commissions | (76,008) | (61,487) | (44,248) |
| Ending Balance | \$ 169,261 | \$ 126,036 | \$ 97,624 |
| Deferred commissions, current | 83,029 | 62,601 | 48,986 |
| Deferred commissions, non-current | 86,232 | 63,435 | 48,638 |
| Total deferred commissions | \$ 169,261 | \$ 126,036 | \$ 97,624 |

| Fiscal Year Ended March 31, | | |
|-----------------------------|------|------|
| 2024 | 2023 | 2022 |

| | | | |
|--------------------------------------|------------|------------|------------|
| Beginning balance | \$ 169,261 | \$ 126,036 | \$ 97,624 |
| Additions to deferred commissions | 121,100 | 119,233 | 89,899 |
| Amortization of deferred commissions | (98,116) | (76,008) | (61,487) |
| Ending balance | \$ 192,245 | \$ 169,261 | \$ 126,036 |

Deferred revenue

Revenue recognized during the years ended **March 31, 2023** **March 31, 2024**, **2022** **2023**, and **2021** **2022** which was included in the deferred revenue balances at the beginning of each respective period was **\$670.1 million** **\$800.0 million**, **\$502.4 million** **\$670.1 million**, and **\$381.6 million** **\$502.4 million**.

Remaining performance obligations

As of **March 31, 2023** **March 31, 2024**, the aggregate amount of the transaction price allocated to remaining performance obligations was **\$1,966.5 million** **\$2,422.9 million**, which consists of both billed consideration in the amount of **\$845.5 million** **\$1,050.3 million** and unbilled consideration in the amount of **\$1,121.0 million** **\$1,372.6 million** that the Company expects to recognize as subscription and service revenue. The Company expects to recognize **58%** **54%** of this amount as revenue in the year ending **March 31, 2024** **March 31, 2025** and the remainder thereafter.

Contract assets

As of March 31, 2024 and March 31, 2023, contract assets of \$5.2 million and \$0.4 million, respectively, are included in accounts receivable, net, on the Company's consolidated balance sheets.

4. Business Combinations

Rookout, Ltd.

On August 31, 2023, the Company acquired 100% of the outstanding equity of Rookout, Ltd. ("Rookout"). Rookout is a provider of enterprise-ready and privacy-aware solutions that enable developers to troubleshoot and debug actively running code in Kubernetes-hosted cloud-native applications. This acquisition expanded the Company's unified observability and security platform from the addition of Rookout's technology and experienced team. The purchase consideration of Rookout was \$33.4 million, after considering certain adjustments, and was paid from cash on hand.

4. The fair value of the purchase price was allocated to the identifiable assets acquired and liabilities assumed as of the acquisition date, with the excess recorded to goodwill as shown below (in thousands).

| | |
|---|-----------|
| Assets acquired: | |
| Cash and cash equivalents | \$ 1,152 |
| Accounts receivable, prepaid and other assets | 342 |
| Property and equipment | 46 |
| Intangible asset | 7,800 |
| Total assets acquired | \$ 9,340 |
| Liabilities assumed: | |
| Accounts payable, accrued and other liabilities | 2,242 |
| Deferred revenue | 1,064 |
| Total liabilities assumed | \$ 3,306 |
| Net assets acquired | 6,034 |
| Fair value of consideration transferred | 33,407 |
| Goodwill | \$ 27,373 |

These preliminary amounts are subject to subsequent adjustment as additional information is obtained to finalize certain components of working capital and deferred income taxes.

Goodwill is primarily attributable to expected synergies and acquired skilled workforce. The goodwill was allocated to the Company's one reporting unit. The Company identified developed technology as the sole acquired intangible asset. The estimated fair value of the developed technology was \$7.8 million, which was based on a valuation using the income approach and was classified as capitalized software on the consolidated balance sheet. The estimated useful life of the developed technology is seven years. The acquired goodwill and intangible asset were not deductible for tax purposes.

The operating results of Rookout from the date of acquisition have been included in the Company's consolidated statements of operations. The revenue and net loss attributable to Rookout for the year ended March 31, 2024 was not material. The transaction costs related to the Rookout acquisition were \$2.9 million for the year ended March 31, 2024 and are included in general and administrative expense on the consolidated statements of operations.

Runecast Solutions Limited

On March 1, 2024, the Company acquired a 100% equity interest in Runecast Solutions Limited ("Runecast"). Runecast is a provider of software solutions that provide insights for security compliance, vulnerability assessment, and configuration management for complex, on-premises, hybrid and multi-cloud IT environments. This acquisition expanded the Company's unified observability and security platform from the addition of Runecast's technology and experienced team.

The preliminary purchase consideration consisted of \$26.1 million cash paid at closing and \$2.3 million in deferred cash payments. The deferred cash payments will be held by the Company to satisfy indemnification obligations and post-closing purchase price adjustments payable within 15 months after the acquisition date.

In connection with the acquisition of Runecast, per the purchase agreement, \$9.0 million of RSAs will be issued to the previous owners subject to continuing employment and certain indemnification clauses. The RSAs are considered share-based compensation expense and \$0.3 million was recognized in fiscal 2024.

The fair value of the purchase price was allocated to the identifiable assets acquired and assumed acquired as of the acquisition date, with the excess recorded to goodwill as shown below (in thousands).

| | | | |
|---|----|--|--------|
| Assets acquired: | | | |
| Cash and cash equivalents | \$ | | 1,224 |
| Accounts receivable, prepaid and other assets | | | 883 |
| Property and equipment | | | 50 |
| Intangible assets | | | 7,500 |
| Other non-current assets | | | 436 |
| Total assets acquired | \$ | | 10,093 |
| Liabilities assumed: | | | |
| Accounts payable, accrued and other liabilities | | | 582 |
| Deferred revenue | | | 5,132 |
| Other non-current liabilities | | | 1,229 |
| Total liabilities assumed | \$ | | 6,943 |
| Net assets acquired | | | |
| | | | 3,150 |
| Fair value of consideration transferred | | | 28,390 |
| Goodwill | \$ | | 25,240 |

The preliminary fair value of assets acquired and liabilities assumed may change as additional information is received during the measurement period.

Goodwill is primarily attributable to expected synergies and acquired skilled workforce. The goodwill was allocated to the Company's one reporting unit. The Company identified developed technology and customer relationships as the acquired intangible assets. The estimated fair value of the developed technology and customer relationships was \$7.3 million and \$0.2 million, respectively, which was based on a valuation using the income approach. The estimated useful lives of the developed technology and customer relationships is seven years and four years, respectively. The acquired goodwill and intangible assets were not deductible for tax purposes.

The operating results of Runecast from the date of acquisition have been included in the Company's consolidated statements of operations. The revenue and net loss attributable to Runecast for the year ended March 31, 2024 was not material. The transaction costs related to the Runecast acquisition were \$3.0 million for the year ended March 31, 2024 and are included in the general and administrative expense on the consolidated statement of operations.

Fiscal 2022 Acquisitions

In fiscal 2022, the Company completed acquisitions of entities for total cash consideration, net of cash acquired, of \$13.2 million. As a result, the Company recognized goodwill of \$11.0 million and intangible assets of \$2.6 million related to technology with an estimated useful life of nine years. Goodwill generated from the acquisitions was attributable to increased synergies that are expected to be achieved from the integration of the acquired developed technology into the Dynatrace platform, and was not deductible for tax purposes. The results of operations of the acquired entities have been included within the Company's consolidated statements of operations from the acquisition date. The acquisitions were not material to the consolidated financial statements. The allocated purchase price of the acquisitions were finalized during fiscal 2023.

5. Investments and Fair Value Measurements

The following table summarizes the amortized cost, unrealized gains and losses, and fair value of our available-for-sale investments, including those securities classified within "Cash and cash equivalents" in the consolidated balance sheets (in thousands):

| | March 31, 2024 | | | |
|--------------------------|----------------|------------------------|-------------------------|------------|
| | Amortized Cost | Gross Unrealized Gains | Gross Unrealized Losses | Fair Value |
| U.S. treasury securities | \$ 149,978 | \$ — | \$ (229) | \$ 149,749 |

As of March 31, 2024, the fair values of available-for-sale investments, excluding those securities classified within "Cash and cash equivalents" in the consolidated balance sheets, by remaining contractual maturity are as follows (in thousands):

| | | |
|------------------------------------|-----------|----------------|
| Due within one year | \$ | 57,891 |
| Due in one year through five years | | 46,248 |
| Total | \$ | 104,139 |

Beginning in January 2024, the Company offers the ability to participate in a non-qualified deferred compensation plan to certain eligible employees. The Company holds \$0.1 million of mutual funds that are associated with this plan and are classified as restricted trading securities. These securities are not included in the tables above but are included as investments in the consolidated balance sheets.

The following tables present the Company's financial assets that have been measured at fair value on a recurring basis as of March 31, 2024 and 2023, and indicate the fair value hierarchy of the valuation inputs utilized to determine such fair value (in thousands):

| | March 31, 2024 | | | |
|-------------------------------|-------------------|-------------------|-------------|-------------------|
| | Level 1 | Level 2 | Level 3 | Total |
| Cash equivalents: | | | | |
| Money market funds | \$ 477,102 | \$ — | \$ — | \$ 477,102 |
| U.S. treasury securities | — | 45,610 | — | 45,610 |
| Investments: | | | | |
| Mutual funds | 102 | — | — | 102 |
| U.S. treasury securities | — | 104,139 | — | 104,139 |
| Total financial assets | \$ 477,204 | \$ 149,749 | \$ — | \$ 626,953 |

| | March 31, 2023 | | | |
|-------------------------------|-------------------|-------------|-------------|-------------------|
| | Level 1 | Level 2 | Level 3 | Total |
| Cash equivalents: | | | | |
| Money market funds | \$ 338,746 | \$ — | \$ — | \$ 338,746 |
| Total financial assets | \$ 338,746 | \$ — | \$ — | \$ 338,746 |

The Company recorded interest income from its cash, cash equivalents, and investments of \$38.7 million, \$11.1 million, \$0.2 million for the years ended March 31, 2024, 2023, and 2022, respectively.

6. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consists of the following (in thousands):

| | | March 31, | |
|---|---|-----------------|-----------------|
| | | 2023 | 2022 |
| March 31, | | March 31, | |
| | | 2024 | 2023 |
| Prepaid expenses | Prepaid expenses | \$30,014 | \$24,791 |
| Income taxes refundable | Income taxes refundable | 3,546 | 40,723 |
| Other | Other | 3,729 | 6,674 |
| Prepaid expenses and other current assets | Prepaid expenses and other current assets | <u>\$37,289</u> | <u>\$72,188</u> |

5.7. Property and Equipment, Net

The following table summarizes, by major classification, the components of property and equipment (in thousands):

| | | March 31, | |
|---|---|-----------|----------|
| | | 2023 | 2022 |
| March 31, | | March 31, | |
| | | 2024 | 2023 |
| Computer equipment and software | Computer equipment and software | \$32,807 | \$30,387 |
| Furniture and fixtures | Furniture and fixtures | 13,971 | 10,729 |
| Leasehold improvements | Leasehold improvements | 41,496 | 29,927 |
| Other | Other | 6,469 | 7,663 |
| Total property and equipment | Total property and equipment | 94,743 | 78,706 |
| Less: accumulated depreciation and amortization | Less: accumulated depreciation and amortization | (41,167) | (33,435) |
| Property and equipment, net | Property and equipment, net | \$53,576 | \$45,271 |

Depreciation and amortization of property and equipment totaled \$12.5 million \$15.5 million, \$10.6 million \$12.5 million, and \$9.0 million \$10.6 million for the years ended March 31, 2023 March 31, 2024, 2022, 2023, and 2021, 2022, respectively.

6.8. Goodwill and Other Intangible Assets, Net

Changes in the carrying amount of goodwill on a consolidated basis for fiscal 2023 2024 consists of the following (in thousands):

| | March 31, 2023 2024 |
|----------------------------|------------------------|
| Balance, beginning of year | \$ 1,281,876 1,281,812 |
| Goodwill from acquisitions | 52,613 |
| Foreign currency impact | (64) 1,069 |
| Balance, end of year | \$ 1,281,812 1,335,494 |

Other intangible Intangible assets, net, excluding goodwill, consists of the following (in thousands):

| | | Weighted Average Useful Life (in months) | March 31, | |
|---------------------------|---------------------------|--|-----------|-----------|
| | | | 2023 | 2022 |
| | | Weighted Average Useful Life (in months) | March 31, | |
| | | | 2024 | 2023 |
| Capitalized software | Capitalized software | 107 | \$191,863 | \$191,900 |
| Customer relationships | Customer relationships | 120 | 351,555 | 351,555 |
| Trademarks and tradenames | Trademarks and tradenames | 120 | 55,003 | 55,003 |
| Total intangible assets | Total intangible assets | | 598,421 | 598,458 |

| | | |
|------------------------------------|--------------------------|---------------------|
| Less: | Less: | |
| accumulated amortization | accumulated amortization | |
| | | (534,822) (492,722) |
| Total other intangible assets, net | | \$ 63,599 \$105,736 |
| Total intangible assets, net | | |

Amortization of other intangible assets totaled \$42.1 million \$39.4 million, \$46.2 million \$42.1 million, and \$51.9 million \$46.2 million for the years ended March 31, 2023 March 31, 2024, 2023, and 2022, and 2021, respectively.

As of March 31, 2023 March 31, 2024, the estimated future amortization expense of the Company's other intangible assets in the table above is as follows (in thousands):

| | | Fiscal Year Ended March 31, | | | | | |
|---------------------------|---------------------------|-----------------------------|----------|-------|-------|-------|-----------------------------|
| | | 2024 | 2025 | 2026 | 2027 | 2028 | Thereafter |
| | | Fiscal Year Ended March 31, | | | | | Fiscal Year Ended March 31, |
| | | 2025 | | | | | Thereafter |
| Capitalized software | Capitalized software | \$15,495 | \$10,900 | \$268 | \$268 | \$268 | \$ 623 |
| Customer relationships | Customer relationships | 17,534 | 10,473 | — | — | — | — |
| Trademarks and tradenames | Trademarks and tradenames | 4,753 | 3,017 | — | — | — | — |
| Total amortization | Total amortization | \$37,782 | \$24,390 | \$268 | \$268 | \$268 | \$ 623 |

7.9. Income Taxes

Income tax provision

Income (loss) before income taxes includes the following (in thousands):

| | | Fiscal Year Ended March 31, | | |
|----------|----------|-----------------------------|------------|-----------------------------|
| | | 2023 | 2022 | 2021 |
| | | Fiscal Year Ended March 31, | | Fiscal Year Ended March 31, |
| | | 2024 | 2023 | 2022 |
| Domestic | Domestic | \$63,869 | \$ (2,977) | \$37,368 |
| Foreign | Foreign | 26,098 | 74,636 | 40,485 |
| Total | Total | \$89,967 | \$71,659 | \$77,853 |

The income tax provision includes the following (in thousands):

| | | Fiscal Year Ended March 31, | | |
|-----------------------|-----------------------|-----------------------------|----------|-----------------------------|
| | | 2023 | 2022 | 2021 |
| | | Fiscal Year Ended March 31, | | Fiscal Year Ended March 31, |
| | | 2024 | 2023 | 2022 |
| Current tax position: | Current tax position: | | | |
| Federal | Federal | | | |
| Federal | Federal | | | |
| Federal | Federal | \$11,947 | \$ 8,290 | \$(3,835) |

| | | | | |
|------------------------------------|------------------------------|----------|----------|---------|
| State | State | 8,071 | 2,257 | (2,071) |
| Foreign | Foreign | 15,335 | 21,406 | 15,110 |
| Total current tax position | Total current tax position | 35,353 | 31,953 | 9,204 |
| Deferred tax provision: | Deferred tax provision: | | | |
| Federal | Federal | (50,345) | (1,341) | (3,027) |
| Federal | Federal | | | |
| State | State | (1,689) | — | (615) |
| Foreign | Foreign | (1,311) | (11,404) | (3,423) |
| Total deferred tax provision | Total deferred tax provision | (53,345) | (12,745) | (7,065) |
| Total income tax (benefit) expense | | (17,992) | 19,208 | 2,139 |
| Total income tax expense (benefit) | | | | |

The Company's income tax benefit of \$18.0 million for the year ended March 31, 2023 differed (benefit) differs from the amount amounts computed on pre-tax income at by applying the U.S. federal income tax rate of 21%, primarily due to benefits from the reduction to the valuation allowance recorded against U.S. deferred tax assets, the generation of U.S. foreign tax credits, and the foreign-derived intangible income deduction. These benefits were partially offset by foreign withholding taxes and increases in uncertain tax positions.

The Company's income tax expense of \$19.2 million for the year years ended March 31, 2022 differed from the amount computed on March 31, 2024, 2023 and 2022 to pre-tax income, at as a result of the U.S. federal income tax rate of 21%, primarily due to foreign earnings taxed at rates higher than the U.S. statutory tax rate, foreign withholding taxes, and the inability to realized certain tax benefits subject to a valuation allowance in the U.S. This was partially offset by the vesting of share-based compensation that generated excess tax benefits, the foreign-derived intangible income deduction, and the utilization of U.S. foreign tax credits generated in 2022.

The Company's income tax expense of \$2.1 million for the year ended March 31, 2021 differed from the amount computed on pre-tax loss at the U.S. federal income tax rate of 21% primarily due to the impact of tax return to provision true-ups resulting from changes in estimates to the reorganization transaction tax and the corresponding impact to the uncertain tax positions. In addition, the difference was due to the vesting of share-based compensation that generated excess tax benefits, the foreign-derived intangible income deduction, and the utilization of U.S. foreign tax credits generated in 2021 as well as the carryforward from previous years.

The tax rate reconciliation is as follows following (in thousands):

| | | Fiscal Year Ended March 31, | | |
|--|--|-----------------------------|----------|----------|
| | | 2023 | 2022 | 2021 |
| Fiscal Year Ended March 31, | | Fiscal Year Ended March 31, | | |
| | | 2024 | 2023 | 2022 |
| Income tax expense at U.S. federal statutory income tax rate | Income tax expense at U.S. federal statutory income tax rate | \$ 18,893 | \$15,048 | \$16,349 |
| State and local tax expense (benefit) | State and local tax expense (benefit) | 1,421 | (3,065) | (580) |
| Foreign tax rate differential | Foreign tax rate differential | 1,770 | 3,181 | 1,939 |

| | | | | |
|---|---------------------------------------|--------------------|------------------|-----------------|
| U.S. effects of foreign branch income | U.S. effects of foreign branch income | 1,519 | 11,016 | 4,830 |
| Non-deductible expenses | Non-deductible expenses | 1,216 | 898 | 2,264 |
| Tax credits | Tax credits | (26,457) | (27,983) | (11,146) |
| GILTI inclusion and FDII deduction | GILTI inclusion and FDII deduction | (10,938) | (2,708) | (2,944) |
| Employee compensation | Employee compensation | 5,528 | (17,180) | (5,230) |
| Prior year tax return to provision true-ups | | (295) | (178) | (11,464) |
| Employee compensation | | | | |
| Employee compensation | | | | |
| Changes in uncertain tax positions | | | | |
| Changes in uncertain tax positions | | | | |
| Changes in uncertain tax positions | Changes in uncertain tax positions | 10,978 | 501 | (1,102) |
| Changes in valuation allowance | Changes in valuation allowance | (32,629) | 32,026 | 2,091 |
| Foreign withholding tax | Foreign withholding tax | 12,598 | 9,312 | 6,992 |
| Effects of changes in tax laws | Effects of changes in tax laws | 382 | (859) | — |
| Inflationary adjustments | | (1,518) | (592) | — |
| Inflation and currency related adjustments | | | | |
| Other adjustments | Other adjustments | (460) | (209) | 140 |
| Total income tax (benefit) expense | | <u>\$ (17,992)</u> | <u>\$ 19,208</u> | <u>\$ 2,139</u> |
| Total income tax expense (benefit) | | | | |

Deferred tax assets and liabilities

The Company evaluates the realizability of its deferred tax assets on a quarterly basis. In completing this evaluation, the Company considers all available evidence to determine whether, based on the weight of the evidence, a valuation allowance for its deferred tax assets is necessary. Such evidence includes future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent financial operations. If, based on the weight of the evidence, it is more likely than not that all or a portion of the Company's deferred tax assets will not be realized, a valuation allowance is recorded.

Concluding that a valuation allowance is not required is difficult when there is significant negative evidence, such as cumulative losses in recent years, which is objective and verifiable. The Company utilizes rolling twelve quarters of pre-tax book results adjusted for permanent book to tax differences as a measure of cumulative results in recent years. In the U.S., the Company has been in a cumulative loss position in recent years. However, that changed to a three-year cumulative income position during the year ended March 31, 2023. This position, along with management's analysis of all other available evidence as of March 31, 2023, resulted in the conclusion that the net deferred tax assets in the U.S.,

with the exception of certain U.S. federal tax attributes and state deferred tax assets, are more likely than not to be utilized. As such, the valuation allowance previously recorded against such net deferred tax assets has been reversed accordingly resulting in a net income tax benefit of \$33.6 million. Additional valuation allowance has been established against deferred tax assets in certain non-U.S. jurisdictions of \$1.0 million.

As of March 31, 2023 March 31, 2024, the Company continues to maintain a valuation allowance of \$20.3 million \$32.1 million with respect to certain U.S. federal and state deferred tax assets that, due to their nature, are not likely to be realized. In addition, the Company continues to maintain a valuation allowance of \$3.3 \$8.4 million with respect to its deferred tax assets in certain international non-U.S. jurisdictions. The net change in the valuation allowance during the year ended March 31, 2024 was \$16.9 million.

Temporary differences and carryforwards that give rise to a significant portion of deferred tax assets and liabilities are as follows (in thousands):

| | | March 31, | |
|--|--|-----------|----------|
| | | 2023 | 2022 |
| March 31, | | March 31, | |
| | | 2024 | 2023 |
| Deferred tax assets: | Deferred tax assets: | | |
| Deferred revenue | Deferred revenue | | |
| Deferred revenue | Deferred revenue | | |
| Deferred revenue | Deferred revenue | \$22,639 | \$23,686 |
| Capitalized research and development costs | Capitalized research and development costs | 51,933 | 13,374 |
| Accrued expenses | Accrued expenses | 12,714 | 10,361 |
| Share-based compensation | Share-based compensation | 28,831 | 23,484 |
| Lease liabilities | Lease liabilities | 15,286 | 12,835 |
| Net operating loss carryforwards | Net operating loss carryforwards | 4,216 | 6,591 |
| Other tax carryforwards, primarily foreign tax credits | Other tax carryforwards, primarily foreign tax credits | 21,853 | 30,692 |
| Other | Other | 7,726 | 2,403 |
| Total deferred tax assets | Total deferred tax assets | 165,198 | 123,426 |
| Valuation allowance | Valuation allowance | (23,608) | (56,323) |
| Total deferred tax assets, net valuation allowance | Total deferred tax assets, net valuation allowance | 141,590 | 67,103 |
| Deferred tax liabilities: | Deferred tax liabilities: | | |
| Intangible assets | Intangible assets | 17,953 | 23,878 |
| Intangible assets | Intangible assets | | |
| Intangible assets | Intangible assets | | |

| | | | |
|--------------------------------|--------------------------------|----------|----------|
| Right-of-use assets | Right-of-use assets | 13,466 | 11,183 |
| Deferred expenses | | 28,039 | 1,666 |
| Deferred commissions | | | |
| Other | Other | 2,590 | 2,355 |
| Total deferred tax liabilities | Total deferred tax liabilities | 62,048 | 39,082 |
| Net deferred tax assets | Net deferred tax assets | \$79,542 | \$28,021 |

At **March 31, 2023** **March 31, 2024**, the Company had non-U.S. net operating loss carryforwards of **\$15.5** **\$44.5** million, and non-U.S. tax credit carryforwards of **\$0.7** **\$0.5** million, all of which may be carried forward indefinitely. The Company had U.S. federal, state and local net operating loss carryforwards and tax credit carryforwards of **\$22.8** **\$35.9** million, of which **\$21.8** **\$33.0** million expire in periods through **2041** **2042** if not utilized, and the remaining balance of **\$1.0** **\$2.9** million may be carried forward indefinitely. The Company had U.S. federal tax credit carryforwards of **\$24.0 million** **\$29.2 million**, which expire in periods through **2044** **2034**. Deferred tax assets of **\$17.4** **\$28.8** million related to U.S. state net operating losses and federal tax credit carryforwards are subject to valuation allowances as of **March 31, 2023** **March 31, 2024**.

The Company has not provided for taxes on the excess of the amount for financial reporting over the tax basis of investments in foreign subsidiaries as the Company maintains its assertion that it intends these to be indefinitely reinvested. Generally, these earnings will be treated as previously taxed income from either the one-time transition tax or GILTI, or they will be offset with a 100% dividend received deduction. The income taxes applicable to repatriating such earnings are not readily determinable.

Uncertain tax positions

The amount of gross unrecognized tax benefits ("UTBs") was **\$29.1 million** **\$13.7 million** and **\$15.0 million** **\$29.1 million** as of **March 31, 2023** **March 31, 2024** and **2022** **2023**, respectively, all of which would favorably affect the Company's effective tax rate if recognized in future periods.

The following is a tabular reconciliation of the total amounts of unrecognized tax benefits for the years ended **March 31, 2023** **March 31, 2024**, **2022** **2023**, and **2021** **2022** (in thousands):

| | | Fiscal Year Ended March 31, | | | | | |
|--|--|-----------------------------|----------|----------|-----------------------------|--|--|
| | | 2023 | 2022 | 2021 | | | |
| | | Fiscal Year Ended March 31, | | | Fiscal Year Ended March 31, | | |
| | | 2024 | 2023 | | 2022 | | |
| Gross unrecognized tax benefit, beginning of year | Gross unrecognized tax benefit, beginning of year | \$15,017 | \$15,075 | \$16,648 | | | |
| Gross increases to tax positions for prior periods | Gross increases to tax positions for prior periods | 16,471 | 222 | 1,222 | | | |
| Gross decreases to tax positions for prior periods | Gross decreases to tax positions for prior periods | (808) | — | (2,780) | | | |
| Settlements | | (625) | — | (10) | | | |
| Lapse of statutes of limitations | | (832) | (313) | (132) | | | |
| Decreases related to settlements | | | | | | | |
| Decreases related to settlements | | | | | | | |
| Decreases related to settlements | | | | | | | |

| | | | | |
|---|---|----------|----------|----------|
| Decreases due to lapse of statutes of limitations | | | | |
| Foreign currency translation | Foreign currency translation | \$ (113) | \$ 33 | \$ 127 |
| Gross unrecognized tax benefit, end of year | Gross unrecognized tax benefit, end of year | \$29,110 | \$15,017 | \$15,075 |

As of **March 31, 2023** **March 31, 2024** and **2022, 2023**, the net interest and penalties payable associated with uncertain tax positions was **\$2.5 million** **\$1.1 million** and **\$1.5 million** **\$2.5 million**, respectively. During the years ended **March 31, 2023** **March 31, 2024**, **2022, 2023**, and **2021, 2022**, the Company recognized a benefit of \$1.4 million, and expense of \$1.0 million and \$0.6 million, respectively, related to interest and penalties of \$1.0 million, \$0.6 million, and \$0.6 million, respectively, penalties.

The Company files tax returns in U.S. federal, state, and foreign jurisdictions and the tax returns are subject to examination by various domestic and international tax authorities. As of **March 31, 2023** **March 31, 2024**, the Internal Revenue Service Company has completed examinations of the Company's open U.S. federal income tax returns through years back to fiscal year **2018, 2021**. The Company also has open years in certain significant federal, state jurisdictions back to fiscal year 2019, and foreign jurisdictions back to **2012, 2014**. These open years contain matters that could be subject to differing interpretations of applicable tax laws and regulations due to the amount, timing or inclusion of revenue and expenses. It is reasonably possible that approximately **\$14.0** **\$3.0** million of certain U.S. and foreign UTBs may be recognized within the next twelve months as a result of a lapse of the statute of limitations.

8.10. Accrued Expenses

Accrued expenses, current consists of the following (in thousands):

| | | March 31, | |
|-------------------------------------|-------------------------------------|-----------|-----------|
| | | 2023 | 2022 |
| March 31, | | March 31, | |
| | | 2024 | 2023 |
| Accrued employee - related expenses | Accrued employee - related expenses | \$105,990 | \$ 76,283 |
| Accrued tax liabilities | Accrued tax liabilities | 29,122 | 22,531 |
| Income taxes payable | Income taxes payable | 18,603 | 14,291 |
| Income taxes payable | | | |
| Income taxes payable | | | |
| Other | Other | 34,665 | 28,451 |
| Total accrued expenses, current | Total accrued expenses, current | \$188,380 | \$141,556 |

9.11. Long-term Debt

On December 2, 2022, the Company entered into a Credit Agreement for a senior secured revolving credit facility (the "Credit Facility") in an aggregate amount of \$400.0 million. The Credit Facility has sublimits for swing line loans up to \$30.0 million and for the issuance of standby letters of credit in a face amount up to \$45.0 million. The Credit Facility will mature on December 2, 2027. As of **March 31, 2024 and** **March 31, 2023**, there were no amounts outstanding under the Credit Facility. There were \$0.8 million and there were \$15.5 million \$15.5 million of letters of credit issued, issued as of **March 31, 2024 and March 31, 2023, respectively**. The Company had **\$384.5** **\$399.2** million and **\$384.5** million of availability under the Credit Facility as of **March 31, 2024 and March 31, 2023, respectively**.

Borrowings under the Credit Facility are available in U.S. dollars, Euros, Pounds Sterling and Canadian dollars, with a sublimit of \$100.0 million for non-U.S. dollar-denominated borrowings. Borrowings under the Credit Agreement Facility currently bear interest at (i) the Term Secured Overnight Financing Rate plus 0.10%, (ii) the Adjusted Euro Interbank Offer Rate, (iii) the Canadian Dollar Offered Rate, (iv) the Base Rate, as defined per the Credit Agreement, Facility, or (v) the Sterling Overnight Index Average, in each case plus an applicable margin as defined per the Credit Agreement. Interest payments are due quarterly, or more frequently, based on the terms of the Credit Agreement, Facility.

The Company incurs fees with respect to the Credit Facility, including (i) a commitment fee ranging from 0.175% to 0.35% per annum, dependent on the Company's leverage ratio, as defined per the Credit Agreement, Facility, of the unused commitment under the Credit Facility, (ii) a fronting fee of 0.125% per annum of the face amount of each letter of credit, (iii) a participation fee equal to the applicable margin, as defined per the Credit Agreement, Facility, applied to the daily average face amount of letters of credit, and (iv) customary administrative fees.

Debt issuance costs of \$1.9 million were incurred in connection with the Credit Facility. The debt issuance costs are included within "Other assets" in the consolidated balance sheets and are being amortized into interest expense over the contractual term of the Credit Facility. At March 31, 2023, there There were \$1.8\$1.4 million and \$1.8 million of unamortized debt issuance costs, costs as of March 31, 2024 and March 31, 2023, respectively.

Pursuant to the Credit Agreement, Facility, obligations owed under the Credit Facility are secured by a first priority security interest on substantially all assets of Dynatrace LLC, a wholly owned subsidiary of the Company, including a pledge of the capital stock and other equity interests of certain subsidiaries. Under certain circumstances, the guarantees may be released without action by, or consent of, the administrative agent of the Credit Facility. The Credit Agreement Facility contains customary affirmative and negative covenants, including financial covenants that require the Company to maintain specified financial ratios. At March 31, 2023 March 31, 2024, the Company was in compliance with all applicable covenants.

First Former first lien credit facilities

The Company's former First Lien Credit Agreement, as amended, provided for a term loan facility (the "First Lien Term Loan") in an aggregate principal amount of \$950.0 million and a senior secured revolving credit facility (the "Revolving Facility") in an aggregate amount of \$60.0 million. The Revolving Facility included a \$25.0 million letter of credit sub-facility. Borrowings under the First Lien Term Loan and the Revolving Facility bore interest, at the Company's election, at either (i) the Alternative Base Rate, as defined per the credit agreement, plus 1.25% per annum, or (ii) LIBOR plus 2.25% per annum. The maturity date on the First Lien Term Loan and Revolving Facility was August 23, 2025 and August 23, 2023, respectively, with payment due in full on the maturity date. Interest payments were due quarterly, or more frequently, based on the terms of the credit agreement.

Debt issuance costs and original issuance discount were The incurred in connection with the First Lien Credit Agreement. These debt issuance costs and original issuance discount are included recorded as a reduction of the debt balance in the consolidated balance sheets and were amortized into interest expense over the term of the loans. The Company recognized \$1.4 million, \$2.0 million, and \$1.9 million \$2.0 million of amortization of debt issuance costs and original issuance discount for the years ended March 31, 2023, and 2022, and 2021, respectively, which is included in the accompanying consolidated statements of operations.

During the year ended March 31, 2023, the Company terminated the First Lien Credit Agreement and repaid all outstanding borrowings, including accrued interest. The Company recognized a loss on debt extinguishment of \$5.9 million within "Interest expense, income (expense), net" in the consolidated statements of operations for the year ended March 31, 2023.

At March 31, 2022 Interest expense

For the years ended March 31, 2024, 2023, and 2022, the Company had an aggregate principal amount outstanding of \$281.1 million for the First Lien Term Loan, bearing interest at 2.7% recognized \$1.4 million, \$8.6 million, and had \$7.2 million \$10.4 million in interest expense and amortization of unamortized debt issuance costs and original issuance discount, which was recorded as a reduction of the debt balance on the Company's consolidated balance sheet. At March 31, 2022, there were no amounts outstanding under the Revolving Facility and there were \$15.6 million letters of credit issued. The Company had \$44.4 million of availability under the Revolving Facility as of March 31, 2022.respectively.

10. 12. Leases

The Company leases office space under non-cancelable operating leases which expire at various dates from fiscal 2023 2025 to 2033. As of March 31, 2023 March 31, 2024, the weighted average remaining lease term w was 5.8 yearsas 6.0years and the weighted average discount rate was 4.5%. The Company does not have any finance leases.

The Company has a sublease of a former office which expires in fiscal 2025. Sublease income from operating leases, which is recorded as a reduction of rental expense, was was \$2.3 million, \$2.5 million and \$3.9 million for the years ended March 31, 2023, 2022, March 31, 2024 and 2021, respectively. 2023, and \$2.5 million for the year ended March 31, 2022.

The following table presents information about leases on the consolidated statements of operations (in thousands):

| | Fiscal Year Ended March 31, | | |
|-----------------------------|-----------------------------|-----------------------------|------|
| | 2023 | 2022 | 2021 |
| | | Fiscal Year Ended March 31, | |
| | | Fiscal Year Ended March 31, | |
| | | Fiscal Year Ended March 31, | |
| | 2024 | | |
| | 2024 | | |
| | 2024 | | |
| Operating lease expense (1) | | | |
| Operating lease expense (1) | | | |

| | | | | | | | |
|--|--|----|--------|----|--------|----|--------|
| Operating lease expense ⁽¹⁾ | Operating lease expense ⁽¹⁾ | \$ | 12,908 | \$ | 10,899 | \$ | 10,436 |
| Short-term lease expense | Short-term lease expense | \$ | 1,847 | \$ | 1,009 | \$ | 752 |
| Short-term lease expense | | | | | | | |
| Short-term lease expense | | | | | | | |
| Variable lease expense | Variable lease expense | \$ | 891 | \$ | 793 | \$ | 674 |
| Variable lease expense | | | | | | | |
| Variable lease expense | | | | | | | |

⁽¹⁾ Presented gross of sublease income.

The following table presents supplemental cash flow information about the Company's leases (in thousands):

| | Fiscal Year Ended March 31, | | |
|--|-----------------------------|-----------|-----------|
| | 2023 | 2022 | 2021 |
| Cash paid for amounts included in the measurement of lease liabilities | \$ 16,098 | \$ 13,466 | \$ 13,478 |
| Operating lease assets obtained in exchange for new operating lease liabilities ⁽¹⁾ | \$ 24,323 | \$ 29,112 | \$ 5,260 |

⁽¹⁾ Includes the impact of new leases as well as remeasurements and modifications of existing leases.

| | Fiscal Year Ended March 31, | | |
|---|-----------------------------|-----------|-----------|
| | 2024 | 2023 | 2022 |
| Cash paid for amounts included in the measurement of lease liabilities | \$ 18,908 | \$ 16,098 | \$ 13,466 |
| Operating lease assets obtained in exchange for new operating lease liabilities | \$ 10,470 | \$ 24,323 | \$ 29,112 |

As of **March 31, 2023** **March 31, 2024**, remaining maturities of lease liabilities were as follows (in thousands):

| Fiscal Years Ending March 31, | Fiscal Years Ending March 31, | Amount | Fiscal Years Ending March 31, | Amount |
|-----------------------------------|-----------------------------------|-----------------|-------------------------------|--------|
| 2024 | | \$18,400 | | |
| 2025 | 2025 | 16,052 | | |
| 2026 | 2026 | 12,949 | | |
| 2027 | 2027 | 11,784 | | |
| 2028 | 2028 | 7,556 | | |
| 2029 | | | | |
| Thereafter | Thereafter | 17,416 | | |
| Total operating lease payments | Total operating lease payments | | | |
| ⁽¹⁾ | ⁽¹⁾ | 84,157 | | |
| Less: imputed interest | Less: imputed interest | (8,985) | | |
| Total operating lease liabilities | Total operating lease liabilities | <u>\$75,172</u> | | |

⁽¹⁾ Presented gross of sublease income.

As of **March 31, 2023** **March 31, 2024**, the Company had commitments of **\$87.5 million** **\$104.4 million** for operating leases that have not yet commenced, and therefore are not included in the right-of-use assets or operating lease **liabilities**. These operating leases are expected to commence during the fiscal years ending **March 31, 2024** **March 31, 2025** through March 31, 2026, with lease terms ranging from **9** to 10 years.

11.13. Commitments and Contingencies

Legal matters

The Company is, from time to time, party to legal proceedings and subject to claims in the ordinary course of business. Although the outcome of legal proceedings and claims cannot be predicted with certainty, the Company currently believes that the resolution of any such matters will not have a material adverse effect on its business, operating results, financial condition, or cash flows. **Regardless of the outcome, legal proceedings and claims can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources, and other factors.**

Contractual commitments

The following table summarizes the Company's contractual commitments as of **March 31, 2023** **March 31, 2024** (in thousands):

| | Total | |
|---|-------|------------------------|
| Operating lease payments ⁽¹⁾ | \$ | 84,157 182,295 |
| Other commitments | | 160,241 239,121 |
| Total contractual commitments | \$ | 244,398 421,416 |

⁽¹⁾ Presented gross of sublease **income**. **income and includes commitments for operating leases that have not yet commenced.**

12.14. Share-based Compensation

Amended and Restated 2019 Equity Incentive Plan

In July 2019, the Company's board of directors (the "Board"), upon the recommendation of the compensation committee of the board of directors, adopted the 2019 Equity Incentive Plan **as amended and restated** (the "2019 Plan") which was subsequently approved by the Company's stockholders and was later amended and restated by the Board in January 2021.

The Company initially reserved 52,000,000 shares of common stock **or the Initial Limit**, for the issuance of awards under the 2019 Plan. The 2019 Plan provides that the number of shares reserved and available for issuance under the plan automatically increases each April 1 **beginning on April 1, 2020**, by 4% of the outstanding number of shares of the Company's common stock on the immediately preceding March 31 or such lesser number determined by the compensation committee. This number is subject to adjustment in the event of a stock split, stock dividend or other change in the Company's capitalization. As of **March 31, 2023** **March 31, 2024**, **13,818,360** **49,844,520** shares of common stock were available for future issuance under the 2019 Plan.

The awards granted under the 2019 Plan have varying terms but generally vest over a three- or four-year period, upon satisfaction of a service-based vesting condition, with **33.3%** **33%** and 25% vesting one year after the grant date and the remaining vesting ratably on a quarterly basis over two and three years for **three-year** **three-year** and four-year grants, respectively. From time to time, the Company also grants performance-based awards to certain key employees that generally vest over a three- or four-year period upon satisfaction of certain **Company** financial performance targets established and approved by the Company's board of directors for each fiscal year.

The following table summarizes the components of total share-based compensation expense included in the consolidated statements of operations for each period presented (in thousands):

| | Fiscal Year Ended March 31, | | |
|--|-----------------------------|------------|-----------|
| | 2024 | 2023 | 2022 |
| Cost of revenue | \$ 26,622 | \$ 18,383 | \$ 12,863 |
| Research and development | 69,543 | 41,406 | 21,316 |
| Sales and marketing | 65,762 | 51,147 | 35,957 |
| General and administrative | 46,969 | 35,938 | 29,400 |
| Total share-based compensation expense | \$ 208,896 | \$ 146,874 | \$ 99,536 |

The total income tax benefit recognized in the consolidated statements of operations for share-based compensation arrangements was \$64.1 million, \$38.1 million, and \$43.1 million for the years ended March 31, 2024, 2023, and 2022, respectively.

Stock options

The following table summarizes activity for stock options during the period ended **March 31, 2023** **March 31, 2024**:

| | | Weighted Average Exercise Price | Weighted Average Remaining Contractual Term | Aggregate Intrinsic Value |
|-------------------------|----------------------|--|---|---------------------------------|
| | Number of Options | | | |
| | (in thousands) | (per share) | (years) | (in thousands) |
| Balance, March 31, 2022 | 6,968 | \$ 21.87 | 7.6 | \$ 176,839 |

| | Number of Options | Weighted Average Exercise Price | Weighted Average Remaining Contractual Term | Aggregate Intrinsic Value |
|--|-------------------------|---------------------------------------|--|------------------------------|
| | (in thousands) | (per share) | (years) | (in thousands) |
| Balance, March 31, 2023 | | | | |
| Exercised | Exercised | (1,681) | 19.60 | |
| Exercised | | | | |
| Exercised | | | | |
| Forfeited or expired | Forfeited or expired | (651) | 25.05 | |
| Balance, March 31, 2023 | 4,636 | \$ 22.25 | 6.5 | \$ 94,565 |
| Options vested and expected to vest at March 31, 2023 | 4,636 | \$ 22.25 | 6.5 | \$ 94,565 |
| Options vested and exercisable at March 31, 2023 | 3,453 | \$ 20.96 | 6.4 | \$ 74,430 |
| Forfeited or expired | | | | |
| Forfeited or expired | | | | |
| Balance, March 31, 2024 | | | | |
| Balance, March 31, 2024 | | | | |
| Balance, March 31, 2024 | | | | |
| Options vested and expected to vest at March 31, 2024 | | | | |
| Options vested and exercisable at March 31, 2024 | | | | |

The weighted average grant-date grant date fair value of options granted during fiscal 2022 and 2021 was \$20.90 and \$13.08, respectively, \$20.90. There were no options granted during the year ended March 31, 2023, fiscal 2024 and 2023. The aggregate intrinsic value of options exercised during fiscal 2024, 2023, and 2022 and 2021 was \$46.1 million, \$37.9 million, and \$52.6 million, respectively. The grant date fair value of options vested during fiscal 2024, 2023, and 2022 was \$9.1 million, \$16.7 million, and \$23.7 million \$23.1 million, respectively.

As of March 31, 2023 March 31, 2024, the total unrecognized compensation expense related to non-vested stock options was \$10.3 million \$1.4 million and is expected to be recognized over a weighted average period of 0.8 0.5 years. The Company recognized \$17.1 million, \$18.9 million and \$16.8 million of share-based compensation expense related to stock options for the years ended March 31, 2023, 2022, and 2021, respectively.

The fair value for the Company's stock options granted during the years year ended March 31, 2022 and 2021 was estimated at the date of grant using a Black-Scholes option-pricing model using the following assumptions:

| | Fiscal Year Ended March 31, | |
|-------------------------|-----------------------------|------|
| | 2022 | 2021 |
| Expected dividend yield | — | — |

| | | |
|-------------------------|---------------|---------------|
| Expected volatility | 39.5% - 39.8% | 39.3% - 39.8% |
| Expected term (years) | 6.1 | 6.1 |
| Risk-free interest rate | 0.9% - 1.1% | 0.4% - 1.1% |
| Expected dividend yield | — | |
| Expected volatility | 39.5% - 39.8% | |
| Expected term (years) | 6.1 | |
| Risk-free interest rate | 0.9% - 1.1% | |

The Company has not paid and does not expect to pay dividends. Consequently, the Company uses an expected dividend yield of zero. The computation of expected volatility is based on a calculation using the historical volatility of a group of publicly traded peer companies. The Company expects to continue to do so until such time as it has adequate historical data regarding the volatility of the Company's traded stock price. The computation of expected term was based on the average period the stock options are expected to remain outstanding, generally calculated as the midpoint of the stock options' remaining vesting term and contractual expiration period, as the Company does not have sufficient historical information to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for the expected life of the award.

Restricted shares and units

The following table provides a summary of the changes in the number of restricted stock awards ("RSAs") RSAs and RSUs for the year ended March 31, 2023 March 31, 2024:

| Number of RSAs | Weighted Average | | | |
|-------------------------|-------------------|----------|--|----------|
| | Number of RSAs | | Weighted Average Grant Date Fair Value | |
| | (in thousands) | | (in thousands) | |
| | (per share) | | (per share) | |
| Balance, March 31, 2022 | 202 | \$ 16.00 | 5,180 | \$ 42.43 |
| Granted | — | — | 6,840 | 40.42 |
| Vested | (183) | 16.00 | (2,139) | 38.48 |
| Forfeited | (15) | 16.00 | (1,045) | 42.32 |
| Balance, March 31, 2023 | 4 | \$ 16.00 | 8,836 | \$ 41.76 |
| Granted | 142 | 49.05 | 6,193 | 51.60 |
| Vested | (4) | 16.00 | (4,376) | 40.69 |
| Forfeited | — | — | (801) | 44.83 |
| Balance, March 31, 2024 | 142 | \$ 49.05 | 9,852 | \$ 48.17 |

RSUs outstanding as of March 31, 2023 March 31, 2024 were comprised of 7.9 million 8.9 million RSUs with only service conditions and 0.9 million RSUs with both service and performance conditions ("PSUs").

During the year ended March 31, 2023 March 31, 2024, the Company granted PSUs to certain key employees that generally vest 33% one year after the grant date and the remaining 67% vest ratably on a quarterly basis over the following two years (the "Annual PSUs"). The number of shares that may be earned pursuant to the Annual PSUs is based on specific company metrics related to the Company's fiscal year ending March 31, 2023 ended March 31, 2024. No annual PSUs will be earned with respect to any metric if the applicable "threshold" percentage of the specific metric is not achieved, and the overall number of shares that may be earned shall not exceed 150% 200% of the target award. Once the Annual PSUs are earned, they are then also subject to time-based vesting with 33% of the earned Annual PSUs vesting on the first anniversary of the grant date, and with the remaining 67% vesting in eight equal quarterly installments over the following two years, and provided that the key employee remains employed by the Company through the applicable vesting date.

The weighted average grant-date fair value of RSUs granted during fiscal 2023, 2022, and 2021 2022 was \$40.42 \$50.19, and \$34.69, \$50.19, respectively. There were no RSAs granted during the years ended March 31, 2023, 2022, and 2021, 2022.

The aggregate fair value of RSAs vested during fiscal 2024, 2023, and 2022 and 2021 was \$0.2 million, \$6.8 million, \$27.7 million, and \$42.1 million \$27.7 million, respectively. The aggregate fair value of RSUs vested during fiscal 2024, 2023, and 2022 and 2021 was \$220.3 million, \$82.1 million, \$72.2 million, and \$50.1 million \$72.2 million, respectively.

As of March 31, 2023 March 31, 2024, the total unrecognized compensation expense related to unvested restricted stock awards RSAs is immaterial \$8.7 million and is expected to be recognized over a weighted average period of 0.1 2.9 years. As of March 31, 2023 March 31, 2024, the total unrecognized compensation expense related to unvested RSUs was \$281.7 million \$375.4 million and is expected to be recognized over a weighted average period of 2.3 2.1 years. The Company recognized \$122.6 million, \$75.6 million, and \$37.3 million of share-based compensation expense related to restricted shares and units for the years ended March 31, 2023, 2022, and 2021, respectively.

Employee Stock Purchase Plan

In July 2019, the board of directors adopted, and the Company's stockholders approved, the 2019 Employee Stock Purchase Plan. The Company offers, sells and issues shares of common stock under this ESPP from time to time based on various factors and conditions, although the Company is under no obligation to sell any shares under this ESPP. The ESPP provides that the number of shares reserved and available for issuance under the plan will automatically increase each April 1 beginning on April 1, 2020, by lesser of (i) 1% of the outstanding number of shares of the Company's common stock on the immediately preceding March 31, (ii) 3,500,000 shares of common stock, or (iii) such lesser number determined by the compensation committee. The ESPP provides for six-month offering periods and each offering period consists of six-month purchase periods. On each purchase date, eligible employees purchase shares of the Company's common stock at a price per share equal to 85% of the lesser of (1) the fair market value of the Company's common stock on the offering date or (2) the fair market value of the Company's common stock on the purchase date. For the year ended March 31, 2023 March 31, 2024, 553,188 534,022 shares of common stock were purchased under the ESPP. As of March 31, 2023 March 31, 2024, 13,410,844 15,865,787 shares of common stock were available for future issuance under the ESPP.

As of March 31, 2023 March 31, 2024, there was approximately \$1.3 million \$1.2 million of unrecognized share-based compensation related to the ESPP that is expected to be recognized over the remaining term of the current offering period. The Company recognized \$7.2 million, \$5.0 million, \$3.7 million of share-based compensation expense related to the ESPP for the years ended March 31, 2023, 2022, and 2021, respectively.

The Company estimated the fair value of the ESPP purchase rights using a Black-Scholes option pricing model with the following assumptions:

| Fiscal Year Ended March 31, | | | | | | | | | |
|--------------------------------|-------------------------|-------|-------|-------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 2023 2022 2021 | | | | | | | | | |
| Fiscal Year Ended March 31, | | | | | | | | | |
| 2024 2023 2022 | | | | | | | | | |
| Expected dividend yield | Expected dividend yield | — | — | — | Expected dividend yield | Expected dividend yield | Expected dividend yield | Expected dividend yield | Expected dividend yield |
| Expected volatility | Expected volatility | 35.4% | 35.4% | 35.9% | Expected volatility | 32.2% | 35.4% | 35.4% | 35.4% |
| | | 64.3% | 40.6% | 55.5% | | 51.6% | 64.3% | 40.6% | |
| Expected term (years) | Expected term (years) | 0.5 | 0.5 | 0.5 | Expected term (years) | 0.5 | 0.5 | 0.5 | |
| Risk-free interest rate | Risk-free interest rate | 0.1% | 0.04% | 0.1% | Risk-free interest rate | 4.7% | 0.1% | 0.04% | |
| | | 4.7% | 0.1% | 1.6% | | 5.4% | 4.7% | 0.1% | |

The Company has not paid and does not expect to pay dividends. Consequently, the Company uses an expected dividend yield of zero. Beginning in May 2022, the expected volatility is based on the historical volatility of the Company's common stock. Prior to May 2022, the computation of expected volatility was based on a calculation using the historical volatility of a group of publicly traded peer companies. The computation of expected term was based on the offering period, which is six months. The risk-free interest rate is based on the U.S. Treasury yield curve that corresponds with the expected term at the time of grant.

Share-based compensation

The following table summarizes the components of total share-based compensation expense included in the consolidated statements of operations for each period presented (in thousands):

| | Fiscal Year Ended March 31, | | |
|--|-----------------------------|------------------|------------------|
| | 2023 | 2022 | 2021 |
| Cost of revenue | \$ 18,383 | \$ 12,863 | \$ 7,307 |
| Research and development | 41,406 | 21,316 | 11,684 |
| Sales and marketing | 51,147 | 35,957 | 24,153 |
| General and administrative | 35,938 | 29,400 | 14,640 |
| Total share-based compensation expense | <u>\$ 146,874</u> | <u>\$ 99,536</u> | <u>\$ 57,784</u> |

13. 15. Net Income Per Share

The following table sets forth the computation of basic and diluted net income per share (in thousands, except per share data):

| | | Fiscal Year Ended March 31, | | |
|-----------------------------|--------------|-----------------------------|----------|----------|
| | | 2023 | 2022 | 2021 |
| Fiscal Year Ended March 31, | | Fiscal Year Ended March 31, | | |
| | | 2024 | 2023 | 2022 |
| Numerator: | Numerator: | | | |
| Net income | | | | |
| Net income | | | | |
| Net income | Net income | \$107,959 | \$52,451 | \$75,714 |
| Denominator: | Denominator: | | | |
| Weighted | Weighted | | | |
| average | average | | | |
| shares | shares | | | |
| outstanding, | outstanding, | | | |
| basic | basic | 287,700 | 284,161 | 280,469 |
| Dilutive effect of stock- | | | | |
| based awards | | 3,917 | 6,742 | 6,040 |
| Weighted average shares | | | | |
| outstanding, basic | | | | |
| Weighted average shares | | | | |
| outstanding, basic | | | | |
| Dilutive effect | | | | |
| of share- | | | | |
| based | | | | |
| awards | | | | |
| Weighted | Weighted | | | |
| average | average | | | |
| shares | shares | | | |
| outstanding, | outstanding, | | | |
| diluted | diluted | 291,617 | 290,903 | 286,509 |

| | | | | | |
|------------|------------|----|------|----|------|
| Net income | Net income | | | | |
| per share, | per share, | | | | |
| basic | basic | \$ | 0.38 | \$ | 0.18 |
| | | | | \$ | 0.27 |

Net income per share,
basic

Net income per share,
basic

| | | | | | |
|------------|------------|----|------|----|------|
| Net income | Net income | | | | |
| per share, | per share, | | | | |
| diluted | diluted | \$ | 0.37 | \$ | 0.18 |
| | | | | \$ | 0.26 |

The effect of certain common share equivalents were excluded from the computation of weighted average diluted shares outstanding for the years ended March 31, 2023, March 31, 2024, 2022, 2023, and 2021, 2022 as inclusion would have resulted in anti-dilution. A summary of these weighted-average anti-dilutive common share equivalents is provided in the table below (in thousands):

| Fiscal Year Ended March 31, | | | | | |
|--------------------------------|----------|---------------|-----------------------------|------|------|
| 2023 2022 2021 | | | | | |
| Fiscal Year Ended March 31, | | | Fiscal Year Ended March 31, | | |
| | | | 2024 | 2023 | 2022 |
| Stock | Stock | | | | |
| options | options | 952 170 1,901 | | | |
| Unvested | Unvested | | | | |
| RSAs | RSAs | | | | |
| and | and | | | | |
| RSUs | RSUs | 776 119 11 | | | |

14.16. Employee Benefit Plan

The Company has established a 401(k) tax-deferred savings plan (the "401(k) Plan"), which permits participants to make contributions by salary deduction pursuant to Section 401(k) of the Internal Revenue Code. The Company is responsible for administrative costs of the 401(k) Plan and may, at its discretion, make matching contributions to the 401(k) Plan. In addition, the Company offers defined contribution plans to employees in certain countries outside the U.S. U.S and as of January 2024 a non-qualified deferred compensation plan to certain eligible employees. For the years ended March 31, 2023, March 31, 2024, 2022, 2023, and 2021, 2022, the Company made contributions of \$6.3 million \$7.0 million, \$4.6 million \$6.3 million and \$3.6 million \$4.6 million to the U.S. 401(k) Plan, respectively.

15.17. Geographic Information

Revenue

Revenues by geography are based on legal jurisdiction. Refer to Note 3, Revenue Recognition, for a disaggregation of revenue by geographic region.
Property and equipment,

Long-lived assets, net

The following tables table present the Company's net long-lived assets, which consists of property and equipment, net, and operating lease right-of-use asset, net, by geographic region for the periods presented (in thousands):

| March 31, | | | | | |
|-----------|---------|-------------------|-----------|------|--|
| 2023 2022 | | | | | |
| March 31, | | | March 31, | | |
| | | | 2024 | 2023 | |
| North | North | | | | |
| America | America | \$22,124 \$15,462 | | | |

| | | | |
|-----------------------------------|--------------------------------|-----------------|-----------------|
| Europe, Middle East and Africa | Europe, Middle East and Africa | | |
| | | 29,142 | 28,195 |
| Asia Pacific | Asia Pacific | 2,194 | 1,429 |
| Latin America | Latin America | 116 | 185 |
| Total property and equipment, net | | <u>\$53,576</u> | <u>\$45,271</u> |
| Total long-lived assets, net | | | |

18. Subsequent Events

On May 15, 2024, the Company announced that its board of directors authorized a share repurchase program for up to \$500 million of common stock. The share repurchase program has no time limit, does not obligate the Company to acquire a specified number of shares, and may be suspended, modified, or terminated at any time, without prior notice.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, including our Chief Executive Officer and Chief Financial Officer, have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Annual Report. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures, as of **March 31, 2023** **March 31, 2024**, were effective and provided reasonable assurance that the information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management as appropriate to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. This system is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with U.S. GAAP.

Our management performed an assessment of the effectiveness of our internal control over financial reporting at **March 31, 2023** **March 31, 2024**, utilizing the criteria discussed in the "Internal Control – Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission. The objective of this assessment was to determine whether our internal control over financial reporting was effective as of March 31, 2023 **March 31, 2024**.

In accordance with guidance issued by the SEC, companies are permitted to exclude acquisitions from their assessment of internal control over financial reporting for the first fiscal year in which the acquisition occurred. Accordingly, we have excluded from our assessment the internal control over financial reporting of Rookout, Ltd. and Runecast

Solutions Limited, which are included in our consolidated financial statements and constituted less than 1% of our total assets and net assets, excluding acquired goodwill and intangible assets, and less than 1% of our revenue and net income as of and for the year ended March 31, 2024. We have excluded all current year acquisitions from our annual assessment of and conclusion on the effectiveness of our internal control over financial reporting.

Based on management's assessment, we have concluded that our internal control over financial reporting was effective as of March 31, 2023 March 31, 2024.

The effectiveness of our internal control over financial reporting as of March 31, 2023 March 31, 2024 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its attestation report on the internal control over our financial reporting which is included herein.

Changes in Internal Control Over Financial Reporting

There were no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended March 31, 2023 March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitation in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Due to inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Dynatrace, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Dynatrace, Inc.'s internal control over financial reporting as of March 31, 2023 March 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Dynatrace, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of March 31, 2023 March 31, 2024, based on the COSO criteria.

As indicated in the accompanying Management's Annual Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of

internal control over financial reporting did not include the internal controls of Rookout, Ltd. and Runecast Solutions Limited, which are included in the March 31, 2024 consolidated financial statements of the Company and constituted less than 1% of total and net assets (excluding acquired goodwill and intangible assets) as of March 31, 2024 and less than 1% of revenues and net income for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Rookout, Ltd. and Runecast Solutions Limited.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet sheets of the Company as of March 31, 2023, March 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for each of the year two years in the period ended March 31, 2023 March 31, 2024, and the related notes and our report dated May 25, 2023 May 23, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Detroit, Michigan
May 25, 2023 23, 2024

ITEM 9B. OTHER INFORMATION

None. During the three months ended March 31, 2024, none of the Company's directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, modified or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act), except as described below. The trading arrangements described below are both intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act.

On February 15, 2024, Jim Benson, Executive Vice President, Chief Financial Officer and Treasurer, terminated a Rule 10b5-1 trading arrangement that he previously adopted with respect to the sale of 62,993 shares of the Company's common stock issuable to him upon vesting of time-based restricted stock units. Mr. Benson's trading arrangement was adopted on August 16, 2023 and was scheduled to expire on September 30, 2024 (or earlier, if all transactions under the trading arrangement were completed). As of the date of termination of his trading arrangement, Mr. Benson sold 35,996 shares under its terms. Proceeds from sales under Mr. Benson's trading arrangement were used to cover taxes, including applicable withholding taxes at the time of vesting, in accordance with the Company's mandatory sell to cover policy. Mr. Benson terminated the trading arrangement in connection with the Company's adoption of net settlement for restricted stock units for its officers (as defined in Rule 16a-1(f) of the Exchange Act), pursuant to which the Company now withholds shares to cover applicable withholding taxes at the time of vesting.

On March 1, 2024, Stephen Lifshatz, a director of the Company, adopted a Rule 10b5-1 trading arrangement that contemplates the sale of up to 10,000 shares of the Company's common stock. The duration of the trading arrangement is from June 5, 2024 through June 30, 2025 (or earlier, if all transactions under the trading arrangement are completed).

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Code of Business Conduct and Ethics

Our board of directors has adopted a code of business conduct and ethics that applies to all of our employees, officers, and directors, including our Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer, and other executive and senior officers. The full text of our code of business conduct and ethics is posted on the Investor Relations section of our website at ir.dynatrace.com under "Governance - Governance Documents." We will disclose any amendments to our code of business conduct and ethics, or waivers of its requirements granted to our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions, on our website or in filings under the Exchange Act as required by applicable law or the listing standards of the NYSE.

Insider Trading Policies and Procedures

We have adopted an insider trading policy and related Rule 10b5-1 trading plan policy that are reasonably designed to promote compliance with applicable insider trading laws, rules, regulations, and NYSE listing standards.

Our insider trading policy prohibits our officers, directors, employees, designated consultants, and their affiliated persons from trading in company securities while in possession of material nonpublic information about the company. The policy also prohibits tipping (i.e., disclosing material nonpublic information about the company to others who may trade on the basis of that information).

Under our insider trading policy, designated insiders may only trade in company securities during open trading windows at a time when they do not possess material nonpublic information about the company. We have also designated our executive officers, directors, and certain other employees as pre-clearance insiders who must receive approval before trading in company securities.

Our insider trading policy also expressly prohibits short sales; purchases or sales of puts, calls, or other derivative securities or hedging transactions; using company securities as collateral in a margin account; or pledging company securities as collateral for a loan.

Any waiver of the provisions of this policy requires the approval of our Audit Committee. To date, no such requests have been made or approved.

We have adopted an additional policy that governs when our directors, executive officers, and others may adopt written securities trading plans, known as Rule 10b5-1 plans. These plans are intended to take advantage of a safe harbor provided under SEC rules from liability for violating federal antifraud prohibitions that proscribe certain insider trading, including Section 10(b) of the Securities Exchange Act of 1934. A qualifying Rule 10b5-1 plan may only be entered into when the individual is not in possession of material nonpublic information about the company and must authorize a broker to buy or sell shares of our common stock on a periodic basis pursuant to parameters established by the director or executive officer when entering into the plan, without further direction from them. A director or executive officer may amend or terminate a Rule 10b5-1 plan in certain circumstances. Our policy provides that all Rule 10b5-1 plans must comply with SEC rules applicable to the Rule 10b5-1 safe harbor and provides additional requirements and limitations applicable to plans. Our directors and executive officers also may buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material nonpublic information, subject to compliance with the terms of our insider trading policy.

A copy of our insider trading policy and related Rule 10b5-1 trading plan policy has been filed as Exhibit 19.1 to this Annual Report.

The remaining information called for by this item will be set forth in our definitive Proxy Statement for the 2023 2024 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended March 31, 2023 March 31, 2024 and is incorporated herein by reference.

ITEM 11. EXECUTIVE COMPENSATION

The information called for by this item will be set forth in our definitive Proxy Statement for the 2023 2024 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended March 31, 2023 March 31, 2024 and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information called for by this item will be set forth in our definitive Proxy Statement for the 2023 2024 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended March 31, 2023 March 31, 2024 and is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information called for by this item will be set forth in our definitive Proxy Statement for the 2023 2024 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended March 31, 2023 March 31, 2024 and is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information called for by this item will be set forth in our definitive Proxy Statement for the 2023 2024 Annual Meeting of Stockholders to be filed with the SEC within 120 days of the fiscal year ended March 31, 2023 March 31, 2024 and is incorporated herein by reference.

Our independent public accounting firm is Ernst & Young, LLP, Detroit, MI, PCAOB Auditor ID #42. BDO USA, LLP (n/k/a BDO USA, P.C.), Troy, MI, PCAOB Auditor ID #243, served as our independent public accounting firm through May 31, 2022.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Listing of Documents

1. Financial Statements

The following financial statements are included in Part II, Item 8 of this Form 10-K:

Reports of Independent Registered Public Accounting Firm

CONSOLIDATED BALANCE SHEETS
CONSOLIDATED STATEMENTS OF OPERATIONS
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
CONSOLIDATED STATEMENTS OF CASH FLOWS

2. Financial Statement Schedules

All other schedules have been omitted because they are not required, not applicable, or the required information is otherwise included.

3. Exhibits

The documents listed in the Exhibit Index of this report are incorporated by reference or are filed with this report, in each case as indicated therein (numbered in accordance with Item 601 of Regulation S-K).

EXHIBIT INDEX

| Exhibit Number | Description |
|----------------|--|
| 3.1 | Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.3 to the Company's Registration Statement on Form S-1/A, filed with the SEC on July 22, 2019). |
| 3.2 | Second Third Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on April 21, 2023). April 1, 2024). |
| 4.1 | Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1/A, filed with the SEC on July 22, 2019). |
| 4.2 | Registration Rights Agreement (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-1/A, filed with the SEC on July 22, 2019). |
| 4.3* | Description of the Company's Securities Securities. |
| 10.1# | 2019 Equity Incentive Plan, as amended (incorporated by reference to Exhibit 10.1 of the Company's Annual Report on Form 10-K, filed on May 28, 2021). |
| 10.2# | Forms Form of restricted stock unit award agreements agreement under the 2019 Equity Incentive Plan (performance-based) (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement Quarterly Report on Form S-1/A, 10-Q, filed with the SEC on July 30, 2019 August 2, 2023). |
| 10.3# | Form of restricted stock unit award agreement under the 2019 Equity Incentive Plan (time-based) (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 2, 2023). |
| 10.4** | Form of restricted stock award agreement under the 2019 Equity Incentive Plan. |
| 10.5** | Form of stock option agreement under the 2019 Equity Incentive Plan. |
| 10.6# | 2024 Annual Short-Term Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 2, 2023). |
| 10.7# | 2019 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-1/A, filed with the SEC on July 22, 2019). |
| 10.4* 10.8# | Non-Employee Director Compensation Policy, Policy (incorporated by reference to Exhibit 10.4 to the Company's Annual Report on Form 10-K, filed with the SEC on May 25, 2023). |
| 10.5# 10.9# | Deferred Compensation Plan (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on February 8, 2024). |
| 10.10# | Deferred Compensation Plan Adoption Agreement (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on February 8, 2024). |
| 10.11# | Form of Indemnification Agreement between the Registrant and each of its directors and executive officers (incorporated by reference to Exhibit 10.5 to the Company's Registration Statement on Form S-1/A, filed with the SEC on July 25, 2019). |
| 10.6#* 10.12# | Executive Officer Amended & Restated Employment Agreement between the Company and Rick McConnell dated as of March 23, 2023 (incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K, filed with the SEC on May 25, 2023). |

- 10.7# [10.13#](#) [Executive Officer Employment Agreement between the Company and James Benson \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on November 21, 2022\).](#)
- 10.8# [10.14#](#) [Executive Officer Employment Agreement between the Company and Bernd Greifeneder \(incorporated by reference to Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on October 27, 2021\).](#)
- 10.9#* [10.15#](#) [Executive Officer Amended & Restated Employment Agreement between the Company and Stephen Pace dated as of March 23, 2023.](#)
- 10.10# [Executive Officer Employment Agreement between the Company and Matthias Dollentz-Scharer \(incorporated by reference to Exhibit 10.19 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on November 2, 2022\).](#)
- 10.11# [10.16#](#) [Executive Officer Employment Agreement between the Company and Kevin Burns Daniel Zugelder \(incorporated by reference to Exhibit \[10.8\]\(#\) \[10.5\]\(#\) to the Company's Annual Quarterly Report on Form 10-K, \[10-Q\]\(#\), filed with the SEC on \[May 26, 2022\]\(#\) \[August 2, 2023\]\(#\)\).](#)
- 10.12# [10.17](#) [Transition Agreement between the Company and Kevin Burns \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on November 21, 2022\).](#)
- 10.13 [Credit Agreement among Dynatrace LLC, Dynatrace Intermediate \[Intermediate LLC\]\(#\), BMO Harris Bank, N.A., and certain lenders parties thereto, \[thereto\]\(#\), dated as of December 2, 2022 \(incorporated by reference \[reference\]\(#\) to Exhibit 10.1 to the Company's \[Company's Current Report on Form 8-K\]\(#\), filed with the SEC on December 5, 2022\).](#)
- [10.14](#) [10.18](#) [Office Lease, dated July 6, 2017, by and between BP Reservoir Place LLC and Dynatrace LLC, and Declaration Affixing the Commencement Date of the Lease, dated November 15, 2017, by and between BP Reservoir Place LLC and Dynatrace LLC \(incorporated by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-1, filed with the SEC on July 5, 2019\).](#)
- 10.15* [10.19](#) [First Amendment dated July 23, 2019 to Office Lease, dated July 6, 2017, \[July 6, 2017\]\(#\), by and between BP Reservoir Place LLC and Dynatrace LLC, LLC \(incorporated by reference to Exhibit 10.15 to the Company's Annual Report on Form 10-K, filed with the SEC on May 25, 2023\).](#)
- 10.16* [10.20](#) [Second Amendment dated July 16, 2021 to Office Lease, dated July 6, 2017, \[July 6, 2017\]\(#\), by and between BP Reservoir Place LLC and Dynatrace LLC, LLC \(incorporated by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K, filed with the SEC on May 25, 2023\).](#)
- [10.17](#) [10.21](#) [English Translation of Lease Agreement, dated as of March 28, 2017, by and between Neunteufel GmbH and Dynatrace Austria GmbH \(incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form S-1, filed with the SEC on July 5, 2019\).](#)
- 10.18* [10.22](#) [English Translation of Supplementary Agreement dated as of March 29, 2023 to the Lease Agreement dated as of March 28, 2017 by and between Neunteufel GmbH and Dynatrace Austria GmbH.](#)
- 10.19 [Form of Tax Matters Agreement entered into between Dynatrace Holdings LLC and Compuware Software Group LLC GmbH \(incorporated by reference to Exhibit \[10.13\]\(#\) \[10.18\]\(#\) to the Company's Registration Statement Annual Report on Form S-1/A, \[10-K\]\(#\), filed with the SEC on \[July 25, 2019\]\(#\) \[May 25, 2023\]\(#\)\).](#)
- [10.20](#) [10.23](#) [Form English Translation of Master Structuring Amendment Agreement entered into dated as of August 2, 2023 to the Supplementary Agreement dated as of March 29, 2023 to the Lease Agreement dated as of March 28, 2017 by and among between Neunteufel GmbH and Dynatrace Holdings.](#)

| | |
|------------|---|
| | LLC, Compuware Software Group, LLC and the other parties named therein Austria GmbH (incorporated by reference to Exhibit 10.14 10.1 to the Company's Registration Statement Quarterly Report on Form S-1/A, 10-Q, filed with the SEC on July 25, 2019 November 2, 2023). |
| 10.24 | English Translation of Second Amendment Agreement dated as of December 21, 2023 to the Supplementary Agreement dated as of March 29, 2023 to the Lease Agreement dated as of March 28, 2017 by and between Neunteufel GmbH and Dynatrace Austria GmbH (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on February 8, 2024). |
| 16.1 | Letter of BDO USA, LLP dated June 3, 2022 (incorporated by reference to Exhibit 16.1 to the Company's Current Report on Form 8-K filed with the SEC on June 3, 2022). |
| 21.1 19.1* | Insider Trading Policy and related Rule 10b5-1 Trading Plan Policy. |
| 21.1* | Subsidiaries of the Registrant (incorporated by reference to Exhibit 21.1 to the Company's Registration Statement on Form S-1/A, filed with the SEC on July 22, 2019), Registrant. |
| 23.1* | Consent of Ernst & Young LLP. |
| 23.2* | Consent of BDO USA, LLP, P.C. |
| 24.1 | Power of Attorney (included on signature page). |
| 31.1* | Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended |
| 31.2* | Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended. |
| 32.1** | CertificationsCertifications of Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act. |
| 97.1* | Compensation Recovery Policy. |
| 101.INS | XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL Document. |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document. |
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document. |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document. |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document. |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document. |
| 104 | Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. |

Indicates a management contract or any compensatory plan, contract or arrangement.

* Filed herewith [herewith](#).

** The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Annual Report on Form 10-K and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, except to the extent that the Registrant specifically incorporates it by reference. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Registrant specifically incorporates it by reference.

ITEM 16. FORM 10-K SUMMARY

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DYNATRACE, INC.

Date: May 25, 2023 **23, 2024** By: /s/ Rick McConnell
Rick McConnell
Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints **each of** Rick McConnell, James Benson and Nicole Fitzpatrick and each of them, as their **such person's** true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for them **such person in such person's name, place and stead**, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact, proxy, and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for **to** all intents and purposes as they **such person** might or could do in person, hereby ratifying and confirming all that said attorney-in-fact, proxy and agent, or their **any** substitute **or substitutes of any of them**, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, **as amended**, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|--|--|--|
| <u>/s/ Rick McConnell</u> Rick McConnell | Chief Executive Officer and Director (Principal Executive Officer) | May 25, 2023 23, 2024 |
| <u>/s/ James Benson</u> James Benson | Chief Financial Officer and Treasurer (Principal Financial Officer) | May 25, 2023 23, 2024 |
| <u>/s/ Alicia Allen Daniel Yates</u> Alicia Allen Daniel Yates | Chief Accounting Officer (Principal Accounting Officer) | May 25, 2023 23, 2024 |
| <u>/s/ Jill Ward</u> Jill Ward | Director, Board Chair | May 25, 2023 23, 2024 |
| <u>/s/ Seth Boro</u> Seth Boro | Director | May 25, 2023 |
| <u>/s/ Michael Capone</u> Michael Capone | Director | May 25, 2023 23, 2024 |
| <u>/s/ Ambika Kapur Amol Kulkarni</u> Ambika Kapur Amol Kulkarni | Director | May 25, 2023 23, 2024 |
| <u>/s/ Stephen Lifshatz</u> Stephen Lifshatz | Director | May 25, 2023 23, 2024 |
| <u>/s/ Steve Rowland</u> Steve Rowland | Director | May 25, 2023 23, 2024 |
| <u>/s/ Kenneth Virnig</u> Kenneth Virnig | Director | May 25, 2023 23, 2024 |
| <u>/s/ Kirsten Wolberg</u> Kirsten Wolberg | Director | May 25, 2023 23, 2024 |

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Description of the Registrant's Securities

The summary of the general terms and provisions of the registered securities of Dynatrace, Inc. ("Dynatrace," "we," or "our") set forth below does not purport to be complete and is subject to and qualified in its entirety by reference to our Amended and Restated Certificate of Incorporation (our "charter") and our Second **Third** Amended and Restated By-laws (our "bylaws"), each of which is incorporated by reference as an exhibit to this Annual Report on Form 10-K filed with the Securities and Exchange Commission. We encourage you to read our charter and bylaws and the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL") for additional information.

As used herein, the term "Thoma Bravo Funds" refers to Thoma Bravo Fund X, L.P., Thoma Bravo Fund X-A, L.P., Thoma Bravo Fund XI, L.P. ("TB Fund XI"), Thoma Bravo Fund XI-A, L.P., Thoma Bravo Special Opportunities Fund I, L.P., Thoma Bravo Special Opportunities Fund I AIV, L.P., Thoma Bravo Partners X, L.P., Thoma Bravo Partners XI, L.P. and Thoma Bravo, LLC and the term "Thoma Bravo" refers to Thoma Bravo, LLC, the ultimate general partner of the Thoma Bravo Funds, its affiliates and any of their respective managed investment funds (including the Thomas Bravo Funds) and portfolio companies (other than us or any company controlled by us) and their respective partners, members, directors, employees, independent contractors, principals, stockholders, agents, any successor by operation of law (including by merger) of any such person, and any entity that acquires all or substantially all of the assets of any such person in a single transaction or series of related transactions.

General

Our authorized capital stock consists of 650,000,000 shares of capital stock, \$0.001 par value per share, of which:

- 600,000,000 shares are designated as common stock; and
- 50,000,000 shares are designated as preferred stock.

Only our common stock is registered under Section 12 of the Securities Exchange Act of 1934, as amended. Our common stock is listed on the New York Stock Exchange under the symbol "DT".

Common Stock

Dividend Rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, and any contractual limitations, such as those in our credit agreements, the holders of our common stock are entitled to receive dividends out of funds then legally available, if any, if our board of directors or any authorized committee thereof, in its discretion, determines to issue dividends and then only at the times and in the amounts that our board of directors may determine.

Voting Rights

The holders of our common stock are entitled to one vote per share. Our common stock votes as a single class on all matters relating to the election and removal of directors on our board of directors and as provided by law. Our stockholders do not have the ability to cumulate votes for the election of directors. Except in respect of matters relating to the election of directors, or as otherwise provided in our charter or required by law, all matters to be voted on by our stockholders must be approved by a majority of the votes properly cast for and against such matter. In the case of the election of directors, director candidates must be approved by a plurality of the votes properly cast on the election of directors.

Other Rights

If we become subject to a liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights and payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

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Preferred Stock

No shares of our preferred stock are currently outstanding. Pursuant to our charter, our board of directors or any authorized committee thereof has the authority, without further action by the stockholders, to issue from time to time shares of preferred stock in one or more series. Our board of directors may designate the rights, preferences, privileges and restrictions of the preferred stock, including dividend rights, conversion rights, voting rights, redemption rights, liquidation preference, sinking fund terms, and other special rights and the number of shares constituting any series or the designation of any series. The issuance of preferred stock could have the effect of restricting dividends on our common stock, diluting the voting power of our common stock, impairing the liquidation rights of our common stock, or delaying, deterring or preventing a change in control. Such issuance could have the effect of decreasing the market price of our common stock. Any preferred stock so issued may

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rank senior to our common stock with respect to the payment of dividends or amounts upon liquidation, dissolution or winding up, or both. We currently have no plans to issue any shares of preferred stock.

Anti-Takeover Provisions in Our Charter and Bylaws

Certain provisions of our charter and bylaws may have the effect of delaying, deferring or discouraging another person from attempting to acquire control of us. These provisions, which are summarized below, may discourage takeovers, coercive or otherwise. These provisions are also geared, in part, towards encouraging persons seeking to acquire control of us to negotiate first with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

Board Size; Board of Directors Vacancies; Directors Removed Only for Cause. Our charter and bylaws provide that, subject to the rights, if any, of the holders of any series of preferred stock outstanding at the time, the size of our board of directors shall be fixed exclusively by the affirmative vote of the majority of directors then in office, and vacant seats can be filled only by the majority of our directors then in office. In addition, for so long as

Under our charter, the Thoma Bravo Funds (and (as defined in our charter) have certain director nomination rights if they and their affiliates) continue affiliates beneficially own at least 5% of our outstanding common stock. As of May 20, 2024, the Thoma Bravo Funds and their affiliates beneficially owned less than 5% of our common stock. If the Thoma Bravo Funds and their affiliates were to beneficially own at least (i) 20% 5% (but less than 30% 10%) of our outstanding common stock, Thoma Bravo Fund XI, L.P. ("TB Fund XI has XI") would have the right to nominate a number of directors equal one director. If the Thoma Bravo Funds and their affiliates' beneficial ownership were to the lowest whole

number that is greater than 30% of the total number of directors (but in no event fewer than two directors), (ii) **increase to (i) 10%** (but less than 20%) of our outstanding common stock, TB Fund XI shall **would** have the right to nominate a number of directors equal to the lowest whole number that is greater than 20% of the total number of directors (but in no event fewer than one director), and (iii) 5%; **or (ii) 20%** (but less than **10% 30%**) of our outstanding common stock, TB Fund XI shall **would** have the right to nominate one director. **a number of directors equal to the lowest whole number that is greater than 30% of the total number of directors (but in no event fewer than two directors).**

In addition, subject to the rights, if any, of the holders of any series of preferred stock outstanding at the time, directors may only be removed for cause (as defined in our charter) and only upon the affirmative vote of the holders of 66 2/3% or more of our outstanding shares of capital stock then entitled to vote at a meeting of our stockholders called for that purpose. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of our company. These provisions would prevent a stockholder from increasing the size of our board of directors and then gaining control of our board of directors by filling the resulting vacancies with its own nominees. This will make it more difficult to change the composition of our board of directors and will promote continuity of management.

Classified Board. Our charter and bylaws provide that our board of directors is classified into three classes of directors, with each class serving three-year staggered terms. A third party may be discouraged from making a tender offer or otherwise attempting to obtain control of us as it is more difficult and time-consuming for stockholders to replace a majority of the directors on a classified board of directors.

Stockholder Action; Special Meeting of Stockholders. Pursuant to Section 228 of the DGCL, any action required to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless our charter provides otherwise. Our charter provides that our stockholders may not take action by written consent but may only take action at annual or special meetings of our stockholders. As a result, a holder controlling a majority of our capital stock would not be able to amend our bylaws or remove directors without holding a meeting of our stockholders called in accordance with our bylaws. Our charter provides that special meetings of the stockholders, subject to the rights, if any, of the holders of any series of preferred stock outstanding at the time, may be called only upon a resolution approved by a majority of the total number of directors then in office. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our capital stock to take any action, including the removal of directors.

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Advance Notice Requirements for Stockholder Proposals and Director Nominations. Our bylaws provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our bylaws specify certain requirements regarding the form and content of a stockholder's notice. Our bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. Our bylaws also provide that nominations of persons for election to our board of directors and stockholder proposals of other business shall not be brought before a special meeting of stockholders unless such special meeting is in lieu of an annual meeting of stockholders in accordance with the terms of the bylaws. These provisions might

preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company. Our advance notice bylaw provisions do not apply to nominations of candidates for elections as directors by TB Fund XI. Our bylaws also provide the number of nominees a stockholder may nominate may not exceed the number of directors to be elected at the annual meeting and that any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white.

No Cumulative Voting. The DGCL provides that stockholders are not entitled to cumulate votes in the election of directors unless a corporation's charter provides otherwise. Our charter does not provide for cumulative voting.

Amendment of Charter Provisions and Bylaws. Our charter may be amended or repealed by the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of the majority of the outstanding shares of each class entitled to vote thereon as a class, at a duly constituted meeting of stockholders called expressly for such purpose; provided, however, that, the affirmative vote of not less than 66 2/3% of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of not less than 66 2/3% of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of Article V (Stockholder Action), Article VI (Directors), Article VII (Limitation of Liability), Article VIII, Article X (Amendment of By-Laws) or Article XI (Amendment of Certificate of Incorporation) of the charter. Our charter provides that our bylaws may be amended or repealed (i) by the board of directors by the affirmative vote of a majority of the directors then in office **office**; and (ii) at any annual meeting of stockholders, or special meeting of stockholders called for such purpose, by the affirmative vote of at least 75% of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting as a single class; provided, however, that if the board of directors recommends that stockholders approve the amendment or repeal at the meeting, such amendment or repeal will only require the affirmative vote of a majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class.

Our charter also provides that the provision of our charter that deals with corporate opportunity may only be amended, altered or repealed by a vote of **80.0%** **80%** of the outstanding common stock of the Company. See “-Corporate Opportunity.”

Issuance of Undesignated Preferred Stock. Our board of directors has the authority, without further action by our stockholders, to designate and issue shares of preferred stock with rights and preferences, including super voting, special approval, dividend or other rights or preferences on a discriminatory basis. The existence of authorized but unissued shares of undesignated preferred stock would enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or other means.

Business Combinations with Interested Stockholders. We have elected in our charter not to be subject to Section 203 of the DGCL, an anti-takeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination, such as a merger, with an interested stockholder (i.e., a person or group owning 15% or more of the corporation's voting capital stock) for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. Accordingly, we are not subject to any anti-takeover effects of Section 203 of the DGCL. However, our charter contains provisions that have the same effect as Section 203, except that they provide that sales of common stock to or by **the Thoma Bravo Group** will be deemed to have been approved by our board of directors, and thereby not subject to the restrictions set forth in our charter that have the same effect as Section 203 of the DGCL. Our charter provides, subject to certain exceptions, we won't engage **in a "business combination" with an "interested stockholder"**

for a three-year period following the time that this stockholder becomes an interested stockholder, unless:

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- before the stockholder became interested, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;

3

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- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or
 - at or after the time the stockholder became interested, the business combination was approved by our board of directors and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

Our charter defines a "business combination" to include:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, lease, exchange, mortgage, pledge, transfer or other disposition involving the interested stockholder of 10% or more of the assets of the corporation;
- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; and
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges, or other financial benefits provided by or through the corporation.

In general, the charter defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation, an affiliate or associate of the Company that was a 15% or more owner of the outstanding voting stock of the corporation at any time in the three year period prior to the date on which it is sought to be determined whether such person is an interested stockholder or any entity or person affiliated with or controlling or controlled by the entity or person. An interested stockholder excludes (i) the Thoma Bravo Group or its affiliated companies or any person acting with such entities as a group or in concert, concert; (ii) any person who would otherwise be an interested stockholder in connection with or because of a transfer or other disposition of 5% or more of the outstanding voting stock of the corporation by the

Thoma Bravo Group or any of its affiliates or associates if such person was not an interested stockholder prior to the same; or (z) (iii) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of action taken solely by us (but such person would be an interested stockholder thereafter if the person acquires additional shares of voting stock).

Corporate Opportunity. Messrs. Boro and Kenneth "Chip" Vrnig, managing partners of Partner at Thoma Bravo, currently serve on our board of directors. The Thoma Bravo Group may beneficially hold equity interests in entities that directly or indirectly compete with us, and companies in which it currently invests may begin competing with us. As a result of these relationships, when conflicts between the interests of the Thoma Bravo Group, on the one hand, and of other stockholders, on the other hand, arise, these directors a director who is a representative of the Thoma Bravo Group may not be disinterested. Under the terms of our charter, to the fullest extent permitted by applicable law, neither the Thoma Bravo Group nor any of its respective affiliated persons have any fiduciary duty to refrain from engaging, directly or indirectly, in the same or similar business activities or lines of business as we do and persons affiliated with the Thoma Bravo Group will not be liable for breach of any fiduciary or other duty (whether contractual or otherwise) solely by reason of any such activities of the Thoma Bravo Group or affiliated persons. Transactions that we enter into in which a director or officer has a conflict of interest are generally permissible so long as (i) the material facts relating to the director's or officer's relationship or interest as to the transaction are disclosed to our board of directors and a majority of our disinterested directors approved the transactions, transactions; (ii) the material facts relating to the director's or officer's relationship or interest are disclosed to our stockholders and a majority of our disinterested stockholders approve the transaction transaction; or (iii) the transaction is otherwise fair to us.

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Our charter provides that no officer or director of our company who is also a principal, officer, director, member, manager, partner, employee and/or independent contractor of the Thoma Bravo Group will be liable to us or our stockholders for breach of any fiduciary duty or other duty (whether contractual or otherwise) by reason of the fact that any such individual pursues or acquires a corporate opportunity for its own account or the account of an affiliate, as applicable, instead of us, directs a corporate opportunity to the Thoma Bravo Group instead of us or does not communicate information regarding a corporate opportunity to us. Our charter also provides that any principal, officer, director, member, manager, partner, employee

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and/or independent contractor of the Thoma Bravo Group or any entity that controls, is controlled by or under common control with the Thoma Bravo Group or any investment funds advised by the Thoma Bravo Group will not be required to offer any transaction opportunity of which they become aware to us and could take any such opportunity for themselves or offer it to other companies in which they have an investment.

This provision may not be modified without the affirmative vote of the holders of at least 80.0% 80% of the voting power of all of our outstanding shares of common stock.

Exclusive Forum Provision

Our bylaws provide that unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum (i) for any derivative action or proceeding brought on behalf of the Company, **Company**; (ii) any action asserting a claim of, or a claim based on, a breach of a fiduciary duty owed by any current or former director, officer or other employee or stockholder of the Company to the Company or the Company's stockholders, **stockholders**; (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law ("DGCL") or the charter or bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware **Delaware**; or (iv) any action asserting a claim governed by the internal affairs doctrine. The exclusive forum provision does not apply to actions arising under the Securities Exchange Act of 1934, as amended ("1934 Act"), or the Securities Act of 1933, as amended ("1933 Act"), or to any claim for which the federal courts have exclusive jurisdiction. The charter provides that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States will be the sole and exclusive forum for resolving any complaint asserting a cause of action under the 1934 Act or the 1933 Act or the respective rules and regulations thereunder.

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Exhibit

EXHIBIT 10.4

FORM OF RESTRICTED STOCK AWARD AGREEMENT

UNDER THE DYNATRACE, INC.

2019 EQUITY INCENTIVE PLAN

Name of Grantee:

Employee ID

No. of Shares:

Grant Date:

Grant Number:

Pursuant to the Dynatrace, Inc.

Non-Employee Director Compensation Policy

The purpose of this Non-Employee Director Compensation Policy (this **2019 Equity Incentive Plan as amended through the date hereof (the "Policy Plan")**) of, Dynatrace, Inc., a Delaware corporation (the **"Company"**), is to provide a total compensation package that enables the Company to attract and retain, on a long-term basis, high-caliber directors who are not employees or officers of the Company or its subsidiaries (" **hereby grants an award (an "Outside Directors Award")**). In furtherance of the purpose stated above, all Outside Directors shall be paid compensation for services provided to the Company as set forth below:

I. Cash Retainers

(a) **Annual Retainer for Board Membership:** \$35,000 for general availability and participation in meetings and conference calls of the Board of Directors. No additional compensation for attending individual Board meetings.

(b) Annual Retainer for Board Chairperson: \$50,000

(c) Additional Annual Retainers for Committee Membership:

Audit Committee Chairperson: \$20,000

Audit Committee member: \$10,000

Compensation Committee Chairperson: \$15,000

Compensation Committee member: \$7,500

Cybersecurity Committee Chairperson: \$10,000

Cybersecurity Committee member: \$5,000

Nominating and Corporate Governance Committee Chairperson:
\$10,000

Nominating and Corporate Governance Committee member: \$5,000

II. Equity Retainers

All grants of equity retainer awards to Outside Directors pursuant to this Policy will be automatic and nondiscretionary and will be made in accordance with the following provisions:

(a) Value. For purposes of this Policy, “Value” means with respect to (i) any award of stock options the grant date fair value of the option (i.e., Black-Scholes Value) determined in accordance with the reasonable assumptions and methodologies employed by the Company for calculating the fair value of options under ASC 718; and (ii) any award of restricted stock and restricted stock units the product of (A) the closing market price on the New York Stock Exchange (or such other market on which the Company's common stock is then principally listed) of one share of the Company's common stock on the effective date of grant, or if no closing price is reported for such date, the closing price on the next immediately following date for which a closing price is reported; and (B) the aggregate number of shares pursuant to such award.

(b) Revisions. The Compensation Committee in its discretion may change and otherwise revise the terms of awards to be granted under this Policy, including, without limitation, the number of shares subject thereto, for awards of the same or different type granted on or after the date the Compensation Committee determines to make any such change or revision.

(c) Sale Event Acceleration. In the event of a Sale Event (as defined in the Company's 2019 Equity Incentive Plan (the “2019 Plan”)), the equity retainer awards granted to Outside Directors pursuant to this Policy shall become 100% vested and exercisable.

(d) Initial Grant. Upon initial election or appointment to the Board of Directors, each new Outside Director will receive an initial, one-time award of restricted stock units with a Value of \$400,000 ("Restricted Stock") to the Grantee named above, subject to the restrictions and conditions set forth herein, including any additional terms and conditions for the Grantee's country, as set forth in the Appendix attached hereto (the "Initial Grant Appendix") and, together, the "Agreement"; provided that, if, and in the Board deems it appropriate in light Plan. Each share of the proximity Restricted Stock shall reflect one share of the Initial Grant to the anticipated date of the next Annual Meeting of Stockholders Common Stock, par value \$0.001 per share (the "Annual Meeting Stock"), the Board of Directors may prorate such Initial Grant, and (i) 25% of the Initial Grant will become vested Company. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

1. Award. The shares of Restricted Stock awarded hereunder shall be issued and held by the Company's transfer agent in book entry form, and the Grantee's name shall be entered as the stockholder of record on the one year anniversary of such Initial Grant; and (ii) the balance books of the Initial Grant will vest ratably Company. Thereupon, the Grantee shall have all the rights of a stockholder with respect to such shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified in Paragraph 2 below. The Grantee shall (a) accept this Agreement pursuant to the Company's instructions, which may include an online acceptance process and (b) deliver to the Company a series stock power endorsed in blank.

2. Restrictions and Conditions.

(a) Any book entries for the shares of 12 equal quarterly installments; provided, however, Restricted Stock granted herein shall bear an appropriate legend, as determined by the Administrator in its sole discretion, to the effect that all vesting ceases if such shares are subject to restrictions as set forth herein and in the director resigns from the Board Plan.

(b) Shares of Directors Restricted Stock granted herein may not be sold, assigned, transferred, pledged or otherwise ceases encumbered or disposed of by the Grantee prior to serve as a director, unless the Board of Directors determines that the circumstances warrant continuation of vesting.

(e) (c) Annual Grant. On If the date of the Annual Meeting, each Outside Director who will continue Grantee's Service Relationship is voluntarily or involuntarily terminated for any reason (including death) except as a member of the Board of Directors following such Annual Meeting will receive a restricted stock unit award on the date of such Annual Meeting with a Value of \$200,000 that vests in full on the earlier of the one-year anniversary of the grant date or the next Annual Meeting; provided that, if the Board deems it appropriate in light of the proximity of the Initial Grant to the anticipated date of the next Annual Meeting, the Board of Directors may prorate such Annual Grant; and provided, however, that all vesting ceases if the director resigns from the Board of Directors or otherwise ceases to serve as a director, unless the Board of Directors determines that the circumstances warrant continuation of vesting.

III. Expenses

The Company will reimburse all reasonable out-of-pocket expenses incurred by Outside Directors in attending meetings of the Board of Directors or any Committee thereof.

IV. Maximum Annual Compensation

The aggregate amount of compensation, including both equity compensation and cash compensation, paid to any Outside Director in a calendar year period shall not exceed \$750,000 (or such other limit as may be set forth in Section 3(b) **3 below or Schedule 1 attached hereto, in each case prior to vesting** of the 2019 Plan or any similar provision **shares** of a successor plan). For this purpose, the "amount" of equity compensation paid in a calendar year shall be determined based on the grant date fair value thereof, as determined in accordance with ASC 718 or its successor provision, but excluding the impact of estimated forfeitures related to service-based vesting conditions.

Effective Date: April 1, 2023

Adopted: April 20, 2023

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Exhibit 10.6

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement") is made between Dynatrace LLC, a Delaware limited liability company, Dynatrace, Inc., the parent of Dynatrace LLC ("Parent") and Rick McConnell (the "Executive") and is effective as of March 23, 2023 (the "Effective Date"). Dynatrace LLC, Parent and their respective subsidiaries and other controlled affiliates are collectively referred to **Restricted Stock granted** herein as the "Company," and the duties of the Company set forth in this Agreement may be discharged by any entity within that definition.

Except with respect to the Restrictive Covenants Agreement, the Continuing Obligations, and the Equity Documents (each as defined below), this Agreement amends, restates and supersedes the prior employment agreement between the Executive and Dynatrace LLC dated December 13, 2021 (the "Prior Agreement") and any other agreements between the Executive and the Company regarding the subject matter herein, including without limitation any offer letter, employment agreement or severance agreement.

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the terms and conditions contained herein.

NOW, THEREFORE, **specified** in consideration **Schedule 1 attached hereto, all shares of Restricted Stock, to the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:**

1. Employment.

(a) Term. The Company shall employ the Executive and the Executive shall be employed by the Company pursuant to this Agreement commencing extant not yet vested as of the Effective Date applicable date, shall immediately and continuing until such employment is terminated in accordance with the provisions hereof (the "Term"). Dynatrace LLC will automatically be the Executive's employer of record forfeited and will maintain and distribute employment-related records. In the interest of clarity, any intercompany transfer from Dynatrace LLC to Parent or another entity within the definition of "Company" shall not be deemed a termination of the employment relationship unless otherwise specified at the time of the transfer. The Executive's employment with the Company will continue to be "at will," meaning that the Executive's employment may be terminated by the Company or the Executive at any time and for any reason subject returned to the terms of this Agreement.

(b) Position and Duties. The Executive shall serve as the Chief Executive Officer of Parent ("CEO") and shall have such powers and duties as may from time to time be prescribed by Parent's Board of Directors (the "Board"). In addition, the Company shall cause the Executive to be nominated for election to the Board and to be Company.

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recommended to 3. Vesting of Restricted Stock.

(a) The restrictions and conditions in Paragraph 2 of this Agreement shall lapse on the stockholders for election to vesting dates specified in and otherwise in accordance with the Board as terms of Schedule 1 attached hereto (the "Vesting Date"), so long as the Executive Grantee remains CEO, provided in a Service Relationship with the Company or a Subsidiary through such dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 2 shall lapse only with respect to the number of shares of Restricted Stock specified as vested on such date.

(b) Subsequent to the Vesting Date, the shares of Stock on which all restrictions and conditions have lapsed shall no longer be deemed Restricted Stock. The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 3.

4. Dividends. Dividends on shares of Restricted Stock shall be paid to the Grantee if the Company pays dividends on the Stock.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Award shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. In the event of a conflict between the general terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall prevail. However, this Agreement sets out specific terms for this Award, and those terms

will prevail over more general terms in the Plan on the same issue, if any, or in the event of a conflict between such terms.

6. Transferability. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

7. Responsibility for Taxes.

(a) The Grantee acknowledges that, regardless of any action taken by the Company and/or, if different, the Affiliate which employs the Grantee or for which the Grantee otherwise provides services (the "Service Recipient"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. The Grantee further acknowledges that the Executive shall be deemed to have resigned from Company and/or the Board and from Service Recipient (i) make no representations or undertakings regarding the treatment of any related positions upon ceasing to serve as CEO for Tax-Related Items in connection with any reason. The Executive shall be required to travel regularly aspect of the Award, including, but not limited to, the Company's office, currently located grant or vesting of the Award, the subsequent sale of shares of Stock and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure or administer the terms of the grant or any aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in Waltham, MA, and more than one jurisdiction, the Grantee acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to travel elsewhere on business from time to time. The Executive shall devote the Executive's full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board, withhold or engage account for Tax-Related Items in religious, charitable or other community activities as long more than one jurisdiction. as such services and activities are disclosed to the Board and do not interfere with the Executive's performance of the Executive's duties to the Company. To the extent applicable, the Executive shall be deemed to have resigned from all officer and board member positions that the Executive holds with the Company, Parent or any of their respective subsidiaries and affiliates upon the termination of the Executive's employment for any reason. The Executive shall execute any documents in reasonable form as may be requested to confirm or effectuate any such resignations.

2. Compensation and Related Matters.

(a) Base Salary. The Executive's initial base salary shall be paid at the rate of \$630,000 per year. The Executive's base salary shall be subject to periodic review by the Board or the Compensation Committee of the Board (the "Compensation Committee"). The base salary ineffect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for executive officers.

(b) Incentive Compensation.

(i) The Executive shall be eligible Prior to receive cash incentive compensation any relevant taxable or tax withholding event, as determined by applicable, the Board or Grantee agrees to make adequate arrangements satisfactory to the Compensation Committee from time to time. The Executive's initial target annual incentive compensation shall be 100 percent (100%) of the Executive's Base Salary (the "Target Bonus"). The actual amount of the Executive's annual incentive compensation, if any, shall be determined in the sole discretion of the Board Company and/or the Compensation Committee, subject Service Recipient to satisfy all Tax-Related Items. In this regard, the terms of Grantee authorizes the Company and/or the Service Recipient, or their respective agents, at their discretion, to satisfy any applicable incentive compensation plan that may be in effect from time to time. Except as otherwise provided herein, to earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.

(ii) The Executive acknowledges and agrees that (A) in connection withholding obligations with the commencement of his employment in 2021, hereceived a one-time sign on bonus in the gross amount of \$250,000, less applicable deductions and withholdings (the "SignOn Bonus"), and (B) if the Executive's employment is terminated by the Company for Cause or if the Executive resigns other than for Good Reason (as such terms are defined below), in either case prior to March 31, 2023, the regard

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Executive shall repay the gross amount to all Tax-Related Items by one or a combination of the following: (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Service Recipient; (ii) withholding from proceeds of the sale of shares of Stock either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent); (iii) withholding from shares of Stock; or (iv) any other method of withholding determined by the Company and permitted by applicable laws.

(c) Sign The Company and/or the Service Recipient may withhold or account for Tax-Related Items by considering statutory withholding rates or other withholding rates, including maximum rates applicable in the Grantee's jurisdiction(s), in which case the Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares

of Stock, for tax purposes, the Grantee shall be deemed to have been issued the full number of shares of Stock, notwithstanding that a number of the shares of Stock are held back solely for the purpose of paying the Tax-Related Items.

(d) On Bonus The Grantee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock, or the proceeds of the sale of shares of Stock, if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

8. Election Under Section 83(b). To the extent the Grantee is a U.S. taxpayer, the Grantee and the Company hereby agree that the Grantee may, within 30 days following the Grant Date of Termination (as defined below), this Award, file with the U.S. Internal Revenue Service and the Company an election under Section 83(b) of the Code. In the event the Grantee makes such an election, he or she agrees to provide a copy of the election to the Company. The Grantee acknowledges that he or she is responsible for obtaining the advice of his or her tax advisors with regard to the Section 83(b) election and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with regard to such election.

(c) 9. Expenses ~~No Creation of Service Relationship; No Obligation to Continue Service Relationship~~. The Executive grant of this Award shall not be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance interpreted as forming an employment or service agreement with the policies Company or any Affiliate and procedures then shall not be construed as giving the Grantee the right to remain in effect and established by a Service Relationship. Neither the Company for its executive officers.

(d) Other Benefits. The Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans.

(e) Paid Time Off. The Executive shall be entitled to take paid time off in accordance with the Company's applicable paid time off policy for executives, as may be in effect from time to time.

(f) Equity. The equity awards held by the Executive shall continue to be governed by the terms and conditions of the Company's applicable equity incentive plan(s) and the applicable award agreement(s) containing the terms of such equity awards held by the Executive (collectively, the "Equity Documents"); provided, however, and notwithstanding anything to the contrary in the Equity Documents, (i) Section 5(b) of Plan nor this Agreement shall apply interfere in any way with the event right of a termination the Company or the Service Recipient, as

applicable, to terminate the Service Relationship of the Grantee at any time.

10. Nature of Grant. In accepting the Award, the Grantee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, without Cause it is discretionary in nature and may be amended, suspended or by the Executive for Good Reason in either event outside of the Change in Control Period (as defined below) prior to March 31, 2023, and (ii) Section 6(a)(ii) of this Agreement shall apply in the event of a termination terminated by the Company without Cause or at any time, to the extent permitted by the Executive for Good Reason in either event within the Change in Control Period. Plan;

3. Termination. The Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions Award is exceptional and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Awards, or benefits in lieu of Restricted Stock Awards, even if Restricted Stock Awards have been granted in the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of six (6) consecutive months in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is able to perform the essential functions of his then existing position or positions or is disabled and, if disabled, how long past;

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such disability is expected (c) all decisions with respect to continue, and such certification shall for future Restricted Stock Awards or other grants, if any, will be at the purposes sole discretion of this Agreement be conclusive of the Company;

(d) the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise Restricted Stock Awards, and the Executive shall

fail income from and value of same, are not intended to submit such certification, replace any pension rights or compensation;

(e) unless otherwise agreed with the Company's determination of such issue shall be binding on Company, the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* Restricted Stock Awards, and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company income from and value of same, are not granted as consideration for, Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean any of the following:

(i) conduct by the Executive constituting a material act of misconduct or in connection with, the performance service the Grantee may provide as a director of an Affiliate;

(f) the Restricted Stock Awards, and the income from and value of same, are not part of normal or expected compensation for any purposes, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

(g) the future value of the Executive's duties, including (A) willful failure or shares of Stock is unknown, indeterminable, and cannot be predicted with certainty;

(h) refusal to perform material responsibilities that have been requested by the Board; (B) dishonesty to the Board with respect to any material matter; or (C) misappropriation of funds or property for purposes of the Company or any of its subsidiaries or affiliates other than Award, the occasional, customary and *de minimis* use of Company property for personal purposes;

(ii) the commission by the Executive of acts satisfying the elements of (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud;

(iii) any misconduct by the Executive, regardless of whether or not in the course Grantee's Service Relationship will be considered terminated as of the Executive's employment, that would reasonably be expected to result in material injury or reputational harm date the Grantee is no longer actively providing services to the Company or any Affiliate (regardless of its subsidiaries the reason for such termination and whether or affiliates if the Executive were to continue not later found to be employed invalid or in breach of labor laws in the same position;

(iv) continued non-performance by jurisdiction where the Executive of substantially all Grantee provides services or the terms of the Grantee's employment or other service agreement, if any), and unless otherwise determined by the Company or as provided in Schedule 1, the Grantee's right to vest in the Award, if any, will terminate as of such date and will not be extended by any notice period (Executive's e.g. duties hereunder (other than by reason, the Grantee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under labor laws in the jurisdiction where the Grantee provides services or the terms of the Executive's physical Grantee's employment or mental illness, incapacity other service agreement, if any). The Administrator shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered to be providing services while on a leave of absence);

(i) no claim or disability) which has continued for more than 30 days following written notice entitlement to compensation or damages shall arise from forfeiture of such non-performance the Restricted Stock Awards in accordance with the terms of Schedule 1 hereto resulting from the Board;

(v) a willful breach by the Executive of any termination of the provisions contained Grantee's Service Relationship (whether or not the reason was later found to be invalid or in Section 8 breach of labor laws in the jurisdiction where the Grantee provides services or the terms of the Grantee's employment or other service agreement, if any);

(j) unless otherwise provided in the Plan, Schedule 1 to this Agreement, or by the Restrictive Covenants Company in its discretion, the Restricted Stock Awards and the benefits evidenced by this Agreement (as defined below); do not create any entitlement to have the Restricted Stock Awards or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Stock of the Company; and

(vi) (k) a material violation by neither the Executive Company, the Service Recipient nor any other Affiliates shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the U.S. dollar that may affect the value of any the Restricted Stock Awards or the subsequent sale of the shares of Stock. Company's written employment policies; or

(vii) the Executive's failure to reasonably cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination by the Company without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate employment hereunder at any time for any reason, including but not limited to, Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has completed all steps of the Good Reason Process (hereinafter defined) following the occurrence of any of the following events without the Executive's consent (each, a "Good Reason Condition"):

(i) a material diminution in the Executive's responsibilities, authority or duties (including without limitation, and for the avoidance of doubt, if during the Change in Control Period the Executive (i) no longer has at least the same or greater scope of responsibilities, authority, or duties as compared to the Executive's responsibilities, authority, or duties to the Company's operations prior to the Change in Control Period, (ii) no longer reports to the same or equivalent job title as the Executive reported to prior to the Change in Control Period, which materially reduces the Executive's responsibilities, authority, or duties to the Company's operations, or (iii) is assigned any duties materially inconsistent with the Executive's status or role as CEO prior to the Change in Control Period);

(ii) a material diminution in the Executive's Base Salary except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company, or a

failure by the Company to make any payment of compensation when due to the Executive;

(iii) a requirement that the Executive relocate his personal residence as a condition of employment; or

(iv) a material breach of this Agreement by the Company.

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The "Good Reason Process" consists of the following steps:

(i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred;

(ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within 60 days of the first occurrence of such condition;

(iii) the Executive cooperates in good faith with the Company's efforts, for a period of not less than 30 days following such notice (the "Cure Period"), to remedy the Good Reason Condition;

(iv) notwithstanding such efforts, the Good Reason Condition continues to exist; and

(v) the Executive terminates employment within 60 days after the end of the Cure Period.

If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned through the Date of Termination; (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or

provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Obligations").

4. Notice and Date of Termination.

(a) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other parties hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(b) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by death, the date of death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the

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Executive's employment is terminated by the Company without Cause under Section 3(d), the date on which a Notice of Termination is given or the date otherwise specified by the Company in the Notice of Termination; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) other than for Good Reason, 30 days after the date on which a Notice of Termination is given, and (v) if the Executive's employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

5. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason Outside the Change in Control Period. If the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates employment for Good Reason as provided in Section 3(e), each outside of the Change in Control Period (as defined below), then, in addition to the Accrued Obligations, and subject to (i) the Executive signing a separation agreement and release in a form and manner satisfactory to the Company, which shall include, without limitation, a general release of claims against the Company and all related persons and entities, a reaffirmation of

all of the Executive's Continuing Obligations (as defined below), and shall provide that if the Executive breaches any of the Continuing Obligations, all payments of the Severance Amount shall immediately cease (the "Separation Agreement and Release"), and (ii) the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination (or such shorter period as set forth in the Separation Agreement and Release), which, if and as applicable, shall include a seven (7) business or calendar day revocation period:

(a) the Company shall pay the Executive an amount equal to the sum of (i) 12 months of the Executive's Base Salary, (ii) the amount of any bonus earned in the fiscal year ending prior to the Date of Termination to the extent not previously paid and that would have been paid if the Executive's employment had not been terminated, and (iii) 100% of the Executive's Target Bonus for the then-current year ((i), (ii) and (iii) collectively, the "Severance Amount"); and

(b) if the Date of Termination is before March 31, 2023, then notwithstanding anything to the contrary in the Equity Documents, the unvested portion of the 84,400 restricted stock units granted to the Executive in connection with the commencement of his employment and subject to time-based vesting, with vesting to occur in two equal installments on November 15, 2022 and November 15, 2023 (the "Two-Year Vesting RSUs") shall immediately accelerate in full and vest as of the later of (i) the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the "Accelerated Vesting Date"); *provided* that vesting of the Two-Year Vesting RSUs shall cease and be suspended from the Date of Termination until the effective date of the Separation Agreement and Release. Any termination of the unvested Two-Year

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Vesting RSUs that is subject to acceleration pursuant to this subsection that would otherwise occur on the Date of Termination in the absence of this Agreement will be delayed until the Accelerated Vesting Date as defined herein at which point such Two-Year Vesting RSUs shall vest in full. For the avoidance of doubt, there will be no accelerated vesting unless and until Executive signs the Separation Agreement and Release referenced herein and such Separation Agreement and Release becomes effective; and

(c) subject to the Executive's copayment of premium amounts at the applicable active employees' rate and the Executive's proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as

amended ("COBRA"), the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the 12 month anniversary of the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; *provided*, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates.

The amounts payable under Section 5, to the extent taxable, shall be paid out in substantially equal installments in accordance with the Company's payroll practice over 12 months commencing within 60 days after the Date of Termination; *provided*, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount, to the extent it qualifies as "non-qualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), shall begin to be paid in the second calendar year by the last day of such 60-day period; *provided*, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

6. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason within the Change in Control Period. The provisions of this Section 6 shall apply in lieu of, and expressly supersede, the provisions of Section 5 if (i) the Executive's employment is terminated either (a) by the Company without Cause as provided in Section 3(d), or (b) by the Executive for Good Reason as provided in Section 3(e), and (ii) the Date of Termination is within either 3 months before or 12 months after the occurrence of the first event constituting a Change in Control (such

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period, the "Change in Control Period"). These provisions shall terminate and be of no further force or effect after the Change in

Control Period.

(a) If the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates employment for Good Reason as provided in Section 3(e) and the Date of Termination occurs during the Change in Control - Period, then, in addition to the Accrued Obligations, and subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release but in no event more than 60 days after the Date of Termination:

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to the sum of (i) 24 months of the Executive's then current Base Salary (or the Executive's Base Salary in effect immediately prior to the Change in Control, if higher) and (ii) the amount of any bonus earned in the fiscal year ending prior to the Date of Termination to the extent not previously paid and that would have been paid if the Executive's employment had not been terminated ((i) and (ii) collectively, the "Change in Control Payment"); and

(ii) notwithstanding anything to the contrary in any applicable option agreement or other stock-based award agreement, all restricted stock awards, stock options and other stock-based awards subject to vesting held by the Executive (the "Unvested Equity Awards") shall immediately accelerate and become fully exercisable or nonforfeitable as of the later of (i) the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the "Accelerated Vesting Date"); *provided that* the vesting of such Unvested Equity Awards shall cease and be suspended from the Date of Termination until the Accelerated Vesting Date as defined herein at which point the Unvested Equity Awards shall vest in full. For the avoidance of doubt, there will be no accelerated vesting unless and until Executive signs the Separation Agreement and Release referenced herein and such Separation Agreement becomes effective; and

(iii) subject to the Executive's copayment of premium amounts at the applicable active employees' rate and the Executive's proper election to receive benefits under COBRA, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the 18 month anniversary of the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; *provided, however, if*

the Company determines that it cannot pay such amounts to the group health plan

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provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates.

The amounts payable under this Section 6(a), to the extent taxable, shall be paid or commence to be paid within 60 days after the Date of Termination or, if later, the Change in Control; *provided*, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payments to the extent they qualify as "non-qualified deferred compensation" within the meaning of Section 409A of the Code, shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; *provided* that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code;

(2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; *provided* that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 6(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the

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After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 6(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Definitions. For purposes of this Section 6, the following terms shall have the following meanings:

"Change in Control" shall mean any of the following: (i) the sale of all or substantially all of the assets of Parent on a consolidated basis to an unrelated person or entity (or group of persons or entities acting in concert), (ii) a merger, reorganization or consolidation pursuant to which an unrelated person or entity (or group of persons or entities acting in concert), acquires shares of capital stock of Parent (y) possessing the voting power to elect a majority of the Board or (z)

representing more than fifty percent (50%) of the issued and outstanding shares of capital stock of Parent, (iii) the sale of more than fifty percent (50%) of the issued and outstanding shares of capital stock of Parent to an unrelated person or entity (or group of persons or entities acting in concert), or (iv) any other transaction other than a Public Sale (as hereinafter defined) in which the owners of Parent's outstanding voting power immediately prior to such transaction do not, directly or indirectly, own at least a majority of the outstanding voting power of Parent or any successor entity (or its ultimate parent, if applicable) immediately following completion of the transaction other than as a result of the acquisition of securities directly from Parent, excluding, in the case of each of clauses (ii), (iii) and (iv), the issuance of securities by Parent in a financing transaction approved by the Board. "Public Sale" means any sale pursuant to a registered public offering under the Securities Act or any sale to the public pursuant to Rule 144 promulgated under the Securities Act effected through a broker, dealer or market maker.

7. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement or otherwise on

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account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall

be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are

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determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

8. Continuing Obligations.

(a) Restrictive Covenants Agreement. The terms of the Employee Agreement dated November 9, 2021 attached hereto as Exhibit A (the "Restrictive Covenants Agreement") continue to be in full force and effect. For purposes of this Agreement, the obligations in this Section 8 and those that arise in the Restrictive Covenants Agreement and any other agreement relating to confidentiality, assignment of inventions, or other restrictive covenants shall collectively be referred to as the "Continuing Obligations."

(b) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information, other than confidentiality restrictions (if any), or the Executive's engagement in any business. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(c) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 8(c).

(d) Relief. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the Continuing Obligations, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

(e) Protected Disclosures and Other Protected Action. Nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity (a "Government Agency") concerning any act or omission that the Executive reasonably believes constitutes a possible violation of federal or state law or making other disclosures that are protected under the anti-retaliation or whistleblower provisions of applicable federal or state law or regulation. In addition, nothing contained in this Agreement limits the Executive's ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including the Executive's ability to provide documents or other information, without notice to the Company. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement or the Restrictive Covenants Agreement for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. Consent to Jurisdiction. The parties hereby consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. 11. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof **this Award** and supersedes all prior agreements **and**

discussions between the parties concerning such subject matter, matter.

12. Data Privacy.

(a) Data Collection and Usage. The Company, the Service Recipient and other Affiliates collect, process and use certain personal information about the Grantee, including, without limitation but not limited to, the Prior Grantee's name, home address, telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any equity awards or directorships held in the Company, details of all equity awards granted under the Plan or any other entitlement to similar cash-settled rights or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor ("Data"), for the legitimate interest of implementing, administering and managing the Plan. The collection and processing of Data is necessary for the performance of the Agreement provided that between the Restrictive Covenants Agreement, the Continuing Obligations Grantee and the Equity Documents remain Company. The Company and its Affiliates may also share Data with a potential buyer or investor (and its agents and advisers) in full force connection with any proposed investment, purchase, merger or acquisition of any part of its business, provided it informs the buyer it must use Data only for the purposes of evaluating such a transaction. Please refer to the Company's Global Staff Privacy Notice for additional information.

(b) Stock Plan Administration and effect.

11. Withholding: Tax Effect Other Service Providers.

All payments made The Company transfers Data to E*TRADE Financial Services, Inc. and its affiliated companies ("E*TRADE") which has been engaged by or on behalf of the Company to assist with the implementation, administration and management of the Plan. The Company may further transfer Data to its transfer agent, payroll providers and/or certain other service provider(s) as may be, presently or in the future, engaged to assist with the implementation, administration and management of the Plan.

(c) Executive Data Transfers under this Agreement shall . The Company, E*TRADE, its transfer agent and registrar are, and its other service provider(s) may be, net based in the United States. The Grantee's country or jurisdiction may have different data privacy laws and protections than the United States. To the extent of any tax Data transfer among the Company and its Affiliates, including any transfer to the United States, the Company has implemented certain measures for the transfer, including standard contractual clauses. The Grantee is entitled to obtain a copy of the appropriate or other amounts suitable safeguards implemented to allow such data transfers by contacting privacy@dynatrace.com.

(d) Data Retention. The Company will hold and use Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws. This means Data may be retained beyond the Grantee's Service Relationship. As a general rule, Data will be stored for a period of seven years following the termination of the Grantee's participation in the Plan.

(e) Data Subject Rights. The Grantee may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access to or copies of Data the Company processes, (ii) rectify incorrect Data, (iii) delete Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) withdraw any given consent, (vii) object, (viii) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (ix) receive a list with any potential recipients or categories of recipients

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to whom Data has or will be disclosed. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact privacy@dynatrace.com.

withheld 13. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock in connection with the Award prior to the completion of any registration or qualification of the Stock under any U.S. or non-U.S. federal, state or local securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. federal, state or local governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Grantee understands that the Company is under no obligation to register or qualify the shares of Stock subject to the Award with the SEC or any state or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Stock. Further, the Grantee agrees that, to the extent provided in the Plan, the Company shall have unilateral authority to amend the Plan and this Agreement without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to the Award.

14. Appendix. Notwithstanding any provision in this Restricted Stock Award Agreement, the Restricted Stock shall be subject to any additional terms and conditions for the Grantee's country as set forth in the Appendix attached hereto. If the Grantee transfers from the United States to a country outside the United States, or if the Grantee relocates between countries included in the Appendix during the life of the Restricted Stock, the applicable terms and conditions in the Appendix shall apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

15. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business, with a copy to legalnotices@dynatrace.com, and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

16. Waivers. The Grantee acknowledges that a waiver by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

12. Assignment. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; *provided*, however, that the Company may assign its rights and obligations under this Agreement (including the Restrictive Covenants Agreement) without the Executive's consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets; *provided* further that if the Executive remains employed or becomes employed by the Company, the purchaser or any of their affiliates in connection with any such transaction then the Executive shall not be entitled to any payments, benefits or vesting pursuant to Section 5 or pursuant to Section 6 of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns.

13. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision **breach** of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall **not operate or be valid construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Grantee or any other grantees.**

17. Governing Law. This Agreement shall be governed by, and enforceable construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

18. Consent to Jurisdiction. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE, OR, TO THE EXTENT THE COURT OF CHANCERY DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND THE APPELLATE COURTS HAVING JURISDICTION OF APPEALS IN SUCH COURTS FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY EXCHANGE NOTICE, THIS AGREEMENT OR ANY OTHER RELATED AGREEMENT. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY

PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL OR ITS FOREIGN EQUIVALENT TO SUCH PARTY'S RESPECTIVE ADDRESS SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS PARAGRAPH. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF ANY EXCHANGE NOTICE, THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT IN DELAWARE, AND FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

19. Insider Trading Restrictions / Market Abuse Laws. By accepting the Award, the Grantee acknowledges that he or she is bound by all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Grantee further acknowledges that, depending on the Grantee's or his or her broker's country or the country in which the shares of Stock are listed, he or she may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., the Award) or rights linked to the fullest extent permitted value of shares of Stock under the Plan during such times as the Grantee is considered to have "inside information" regarding the Company (as defined by law, the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy as may be in effect from time to time. The Grantee acknowledges that it is the Grantee's responsibility to comply with any applicable restrictions, and the Grantee should speak to his or her personal advisor on this matter.

20. Foreign Asset/Account, Exchange Control and Tax Reporting. Depending on the Grantee's country, the Grantee may be subject to foreign asset/account, exchange control, tax reporting or other requirements which may affect the Grantee's ability to acquire or hold Restricted Stock Awards or other shares of Stock under the Plan or cash received from participating in the Plan (including dividends and the proceeds arising from the sale of shares of Stock) in a brokerage/bank account outside the Grantee's country. The applicable laws of the Grantee's country may require that he or she report such Restricted Stock Awards, shares of Stock, accounts, assets or transactions to the applicable authorities in such country

and/or repatriate funds received in connection with the Plan to the Grantee's country within a certain time period or according to certain procedures. The Grantee acknowledges that he or she is responsible for ensuring compliance with any applicable requirements and should consult his or her personal legal advisor to ensure compliance with applicable laws.

14.21. Survival/Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall survive nevertheless be binding and enforceable.

22. Language. The Grantee acknowledges that he or she is proficient in the termination English language or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Grantee to understand the terms and conditions of this Agreement and/or Agreement. If the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of Grantee has received this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, documents related to the Executive at Award and/or the Plan translated into a language other than English last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

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and if the meaning of the translated version is different than the English version, the English version will control.

17.23. Amendment/Imposition of Other Requirements. This Agreement The Company reserves the right to impose other requirements on this Award, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to enter into any additional agreements or undertakings that may be amended or modified only by a written instrument signed by necessary to accomplish the Executive foregoing.

24. Electronic Delivery and by a duly authorized representative of each of the Company and Parent.

18. Effect on Other Plans and Agreements Acceptance. An election The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by the Executive electronic means. The Grantee hereby consents to resign for Good Reason under the provisions of this Agreement shall not be deemed a voluntary termination of employment receive such documents by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this Agreement shall be construed electronic delivery and agrees to limit the rights of the Executive under the Company's benefit plans, programs or policies except as otherwise provided in Section 8 hereof, and except that the Executive shall have no rights to any severance benefits under any Company severance pay plan, offer letter or otherwise. In the event that the Executive is party to an agreement with the Company providing for payments or benefits under such plan or agreement and under this Agreement, the terms of this Agreement shall govern and the Executive may receive payment under this Agreement only and not both. Further, Section 5 and Section 6 of this Agreement are mutually exclusive and in no event shall the Executive be entitled to payments or benefits pursuant to both Section 5 and Section 6 of this Agreement.

19. Choice of Law; Venue; Advice of Counsel. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws principles thereof. All controversies arising from this Agreement must be filed and adjudicated in Massachusetts and you hereby consent to personal jurisdiction of the state and federal courts situated within Massachusetts for purposes of enforcing this Agreement, and you waive any objection that you might have to personal jurisdiction, venue or choice of law. You acknowledge and agree that you have been individually represented by legal counsel in negotiating the terms of this Agreement and the Restrictive Covenants Agreement including with respect to designating the venue in which a controversy arising from accept this Agreement or otherwise participate in the Restrictive Covenants Agreement may be adjudicated Plan in the future through an on-line or electronic system established and maintained by the choice of law to be applied.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and Company or a third party designated by the Company.same document.

[Signature
page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date.

DYNATRACE LLC

By: /s/ James Benson
James Benson

DYNATRACE, INC.

By: /s/ James Benson
James Benson

EXECUTIVE

/s/ Rick McConnell
Rick McConnell

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Exhibit A

Restrictive
Covenants
Agreement

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Exhibit 10.9 EXHIBIT 10.5

GLOBAL STOCK OPTION AGREEMENT
UNDER THE DYNATRACE, INC.
2019 EQUITY INCENTIVE PLAN

Name of Optionee:

Employee ID:

No. of Option Shares:

Option Exercise Price per Share: \$[FMV on Grant Date]

Grant Date:

Expiration Date:

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Grant Number:

This Amended and Restated Employment Agreement ("Agreement") is made between Pursuant to the Dynatrace, LLC, a Delaware limited liability company, Dynatrace, Inc., 2019 Equity Incentive Plan as amended through the parent of Dynatrace LLC ("Parent" date hereof (the "Plan") and Stephen Pace this Global Stock Option Agreement, including the additional general terms and conditions for Optionees in countries outside the United States and any special terms and conditions for the Optionee's country set forth in the Appendix attached hereto (the "Executive" "Appendix" and, together, the "Agreement"), Dynatrace, Inc. (the "Company") and is effective as hereby grants to the Optionee named above an option (the "Stock Option") to purchase on or prior to the Expiration Date specified above all or part of March 23, 2023 the number of shares of Common Stock, par value \$0.001 per share (the "Effective Date" "Stock"). Dynatrace LLC, Parent and their respective subsidiaries and other controlled affiliates are collectively referred to herein as the "Company," and the duties of the Company specified above at the Option Exercise Price per Share specified above subject to the terms and conditions set forth herein and in the Plan. This Stock Option is not intended to be an "incentive stock option" under Section 422 of the U.S. Internal Revenue Code of 1986, as amended. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

1. Exercisability Schedule. No portion of this Stock Option may be discharged by any entity within that definition.

exercised until such portion shall have become exercisable. Except as set forth below, and subject to the discretion of the Administrator to accelerate the exercisability schedule hereunder, this Stock Option shall be exercisable with respect to the Restrictive Covenants Agreement, number of Option Shares on the Continuing Obligations, and dates indicated on Schedule 1 attached hereto, so long as the Equity Documents (each Optionee remains in a Service Relationship on such dates. If a series of dates is specified, then this Stock Option will become exercisable only with respect to the number of Option Shares specified as defined below), exercisable on such date.

Once exercisable, this Agreement amends, restates and supersedes the prior employment agreement between the Executive and Dynatrace LLC that was effective as of the effectiveness of the Company's Form S-1 Registration Statement with the U.S. Securities and Exchange Commission (the "Prior Agreement") and any other agreements between the Executive and the Company regarding the subject matter herein, including without limitation any offer letter, employment agreement or severance agreement.

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to Stock Option shall continue to be employed by exercisable at any time or times prior to the Company close of business on the new terms Expiration Date, subject to the provisions hereof and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency Plan.

2. Manner of which is hereby acknowledged, the parties agree as follows:

1. Employment Exercise.

(a) Term. The Company shall employ Optionee may exercise this Stock Option only in the Executive and following manner: from time to time on or prior to the Executive shall be employed by Expiration Date of this Stock Option, the Company pursuant Optionee may give written notice to this Agreement commencing the Administrator (or such person or entity as the Administrator may designate) of his or her election to purchase some or all of the Effective Date and continuing until such employment is terminated in accordance with the provisions hereof (the "Term"). Dynatrace LLC will be the Executive's employer of record and will maintain and distribute employment-related records. In the interest of clarity, any intercompany transfer from Dynatrace LLC to Parent or another entity within the definition of "Company" shall not be deemed a termination of the employment relationship unless otherwise specified Option Shares purchasable at the time of such notice. This notice shall specify the transfer. The Executive's employment with the Company will continue number of Option Shares to be "at will," meaning that the Executive's employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement. purchased.

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Payment of the Option Exercise Price may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) if permitted by the Administrator, through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the Administrator; (iii) by the Optionee delivering to the Company (or such person or entity as the Company may designate) a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the Option Exercise Price, provided that in the event the Optionee chooses to pay the Option Exercise Price as so provided, the Optionee and the broker shall comply with such procedures and enter

into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iv) if permitted by the Administrator, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the Option Exercise Price; or (v) a combination of (i), (ii), (iii) and (iv) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (x) the Company's receipt from the Optionee of the full Option Exercise Price, as set forth above, (y) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (z) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses to pay the purchase price by previously owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the Shares attested to.

(b) Position The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and Duties, with the requirements hereof and of the Plan. The Executive determination of the Administrator as to such compliance shall serve be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares of Stock to the Optionee, and the Optionee's name shall have been entered as the Chief Revenue Officer stockholder of Parent and shall have such powers and duties as may from time to time be prescribed by record on the Chief Executive Officer (the "CEO"). The Executive shall devote the Executive's full working time and efforts to the business and affairs books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(c) Notwithstanding the foregoing, the Executive may serve on any other boards of directors, with the approval provision hereof or of the Board Plan, no portion of Directors of Parent (the "Board"), or engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Board and do not interfere with the Executive's performance of the Executive's duties to the Company. To the extent applicable, the Executive this Stock Option shall be deemed to have resigned from all officer and board member positions that exercisable after the Executive holds with the Company or any Expiration Date hereof.

3. Termination of its respective subsidiaries and affiliates upon the termination of the Executive's employment for any reason. The Executive shall execute any documents in reasonable form as may be requested to confirm or effectuate any such resignations.

2. Compensation and Related Matters.

(a) Base Salary Service Relationship. The Executive's initial base salary shall be paid at If the rate of \$450,000 per year. The Executive's

base salary shall. Optionee's Service Relationship is terminated, the period within which to exercise the Stock Option may be subject to periodic review earlier termination as set forth below.

(a) Termination Due to Death. If the Optionee's Service Relationship terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of death, may thereafter be exercised by the Board Optionee's legal representative or the Compensation Committee of the Board (the "Compensation Committee"). The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for executive officers.

(b) Incentive Compensation. The Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive's initial target annual incentive compensation shall be one hundred percent (100%) of the Executive's Base Salary, comprised of components based on corporate objectives and sales achievement as the Board or the Compensation Committee shall determine (the "Target Bonus"). The actual amount of the Executive's annual incentive compensation, if any, shall be determined in the sole discretion of the Board or the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Except as otherwise provided herein, to earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its executive officers.

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(d) Other Benefits. The Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans.

(e) Paid Time Off. The Executive shall be entitled to take paid time off in accordance with the Company's applicable paid time off policy for executives, as may be in effect from time to time.

(f) Equity. The equity awards held by the Executive shall continue to be governed by the terms and conditions of the

Company's applicable equity incentive plan(s) and the applicable award agreement(s) containing the terms of such equity awards held by the Executive (collectively, the "Equity Documents"); provided, however, and notwithstanding anything to the contrary in the Equity Documents, Section 6(a)(ii) of this Agreement shall apply in the event of a termination by the Company without Cause or by the Executive for Good Reason in either event within the Change in Control Period (as such terms are defined below).

3. Termination. The Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation legatee for a period of six (6) consecutive 12 months in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without

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limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for

Cause. For purposes of this Agreement, "Cause" shall mean any of the following:

(i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including (A) willful failure or refusal to perform material responsibilities that have been requested by the CEO; (B) dishonesty to the CEO with respect to any material matter; or (C) misappropriation of funds or property of the Company or any of its subsidiaries or affiliates other than the occasional, customary and *de minimis* use of Company property for personal purposes;

(ii) the commission by the Executive of acts satisfying the elements of (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud;

(iii) any misconduct by the Executive, regardless of whether or not in the course of the Executive's employment, that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries or affiliates if the Executive were to continue to be employed in the same position;

(iv) continued non-performance by the Executive of substantially all of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) which has continued for more than 30 days following written notice of such non-performance from the CEO;

(v) a willful breach by the Executive of any of the provisions contained in Section 8 of this Agreement or the Restrictive Covenants Agreement (as defined below);

(vi) a material violation by the Executive of any of the Company's written employment policies; or

(vii) the Executive's failure to reasonably cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be

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relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination by the Company without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate employment hereunder at any time for any reason, including but not limited to, Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has completed all steps of the Good Reason Process (hereinafter defined) following the occurrence of any of the following events without the Executive's consent (each, a "GoodReason Condition"):

(i) a material diminution in the Executive's responsibilities, authority or duties (including without limitation, and for the avoidance of doubt, if during a Change in Control Period the Executive (i) no longer has at least the same or greater scope of responsibilities, authority, or duties as compared to the Executive's responsibilities, authority, or duties to the Company's operations prior to the Change in Control Period, (ii) no longer reports to the same or equivalent job title as the Executive reported to prior to the Change in Control Period, which materially reduces the Executive's responsibilities, authority, or duties to the Company's operations, or (iii) is assigned any duties materially inconsistent with the Executive's status or role as SVP Global Sales prior to the Change in Control Period);

(ii) a material diminution in the Executive's Base Salary except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company, or a failure by the Company to make any payment of compensation when due to the Executive;

(iii) a material change in the geographic location at which the Executive provides services to the Company, such that there is an increase of at least twenty-five (25) miles of driving distance to such location from the Executive's principal residence as of such change; or

(iv) a material breach of this Agreement by the Company.

The “Good Reason Process” consists of the following steps:

(i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred;

(ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within 60 days of the first occurrence of such condition;

(iii) the Executive cooperates in good faith with the Company's efforts, for a period of not less than 30 days following such notice (the “Cure Period”), to remedy the Good Reason Condition;

(iv) notwithstanding such efforts, the Good Reason Condition continues to exist; and

(v) the Executive terminates employment within 60 days after the end of the Cure Period.

If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate)(i) any Base Salary earned through the Date of Termination; (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the “Accrued Obligations”).

4. Notice and Date of Termination.

(a) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other parties hereto. For purposes of this Agreement, a “Notice of Termination” shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(b) Date of Termination. “Date of Termination” shall mean: (i) if the Executive’s employment is terminated by death, the date of death; (ii) death or until the Expiration Date, if the Executive’s employment earlier. Any portion of this Stock Option that is terminated not exercisable on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive’s employment is terminated by the Company without Cause under Section 3(d), the date on which a Notice of Termination is given or the date otherwise specified by the Company in the Notice of Termination; (iv) if the Executive’s employment is terminated by the Executive under Section 3(e) other than for Good Reason, 30 days after the date on which a Notice of Termination is given, and (v) if the Executive’s employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

5. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason Outside the Change in Control Period. If the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates employment for Good Reason as provided in Section 3(e), each outside of the Change in Control Period (as defined below), then, in addition to the Accrued Obligations, and subject to (i) the Executive signing a separation agreement and release in a form and manner satisfactory to the Company, which shall include, without limitation, a general release of claims against the Company and all related persons and entities, a reaffirmation of all of the Executive’s Continuing Obligations (as defined below), and shall provide that if the Executive breaches any of the Continuing Obligations, all payments of the Severance Amount shall immediately cease (the “Separation Agreement and Release”), and (ii) the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination (or such shorter period as set forth in the Separation Agreement and Release), which, if and as applicable, shall include a seven (7) business or calendar day revocation period:

(a) the Company shall pay the Executive an amount equal to the sum of (i) 12 months of the Executive’s Base Salary and (ii) the amount of any bonus earned in the fiscal year ending prior to the Date of Termination to the extent not previously paid and that would have been paid if the Executive’s employment had not been terminated (i) and (ii) collectively, the “Severance Amount”); and

(b) subject to the Executive’s copayment of premium amounts at the applicable active employees’ rate and the Executive’s proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Company shall pay to the group health plan provider, the COBRA

provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the 12 month anniversary of the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates.

The amounts payable under Section 5, to the extent taxable, shall be paid out in substantially equal installments in accordance with the Company's payroll practice over 12 months commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount, to the extent it qualifies as "non-qualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

6. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason within the Change in Control Period. The provisions of this Section 6 shall apply in lieu of, and expressly supersede, the provisions of Section 5 if (i) the Executive's employment is terminated either (a) by the Company without Cause as provided in Section 3(d), or (b) by the Executive for Good Reason as provided in Section 3(e), and (ii) the Date of Termination is within either 3 months before or 12 months after the occurrence of the first event constituting a Change in Control (such period, the "Change in Control Period"). These provisions death shall terminate immediately and be of no further force or effect after a Change in Control Period. effect.

(a)(b) Termination Due to Disability. If the Executive's employment is terminated Optionee's Service Relationship terminates by reason of the Optionee's disability (as determined by the Company without Cause as provided in Section 3(d) or the Executive terminates employment for Good Reason as provided in Section 3(e) and the Date Administrator), any portion of Termination occurs during the Change in Control Period, then, in addition to the Accrued Obligations, and subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement

and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release but in no event more than 60 days after the Date of Termination:

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to the sum of (i) 18 months of the Executive's then current Base Salary (or the Executive's Base Salary in effect immediately prior to the Change in Control, if higher) and (ii) the amount of any bonus earned in the fiscal year ending prior to the Date of Termination this Stock Option outstanding on such date, to the extent exercisable on the date of such termination of Service Relationship, may thereafter be exercised by the Optionee for a period of 12 months from the date of termination due to disability or until the Expiration Date, if earlier. Any portion of this Stock Option that is not previously paid exercisable on the date of termination due to disability shall terminate immediately and that would have been paid if the Executive's employment had not been terminated ((i) and (ii) collectively, the "Change in Control Payment"); and be of no further force or effect.

(c) **Termination for Cause.** If the Optionee's Service Relationship terminates for Cause, any portion of this Stock Option outstanding on such date shall terminate immediately and be of no further force and effect. For purposes hereof, "Cause" shall mean, unless provided otherwise in any applicable agreement between the Company and the Optionee, a determination by the Administrator that the Optionee shall be dismissed as a result of (i) any material breach by the Optionee of any agreement between the Optionee and the Company or any Affiliate; (ii) notwithstanding the conviction of, indictment for or plea of nolo contendere by the Optionee to a felony or a crime involving moral turpitude; or (iii) any material misconduct or willful and deliberate non-performance (other than by reason of disability) by the Optionee of the Optionee's duties to the Company or any Affiliate.

(d) **Other Termination.** If the Optionee's Service Relationship terminates for any reason other than the Optionee's death, the Optionee's disability or Cause, and unless otherwise determined by the Administrator, any portion of this Stock Option outstanding on such date may be exercised, to the extent exercisable on the date of termination, for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of termination shall terminate immediately and be of no further force or effect.

The Administrator's determination of the reason for termination of the Optionee's Service Relationship shall be conclusive and binding on the Optionee and his or her representatives or legatees.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, in any applicable option agreement or other stock-based award agreement, all restricted stock awards, stock options and other stock-based awards subject to vesting that are granted immediately on or at any time following the effectiveness of the Company's Form S-1 Registration Statement with the U.S. Securities and Exchange Commission held by the Executive (the "Unvested Equity Awards") shall immediately accelerate and become fully exercisable or nonforfeitable as of the later of (i) the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the "Accelerated Vesting Date"); provided that any termination or forfeiture of the unvested portion of such Unvested Equity Awards that would otherwise occur on the Date of Termination in the absence of this Agreement will be delayed until the effective date of the Separation Agreement and Release and will only occur if the vesting pursuant to this subsection does not occur due to the absence of the Separation Agreement and Release becoming fully effective within the time period set forth therein. Notwithstanding the foregoing, no additional vesting of the Unvested Equity Awards shall occur during the period between the Executive's Date of Termination and the Accelerated Vesting Date. With respect to any of the Executive's equity awards granted under the Company's 2019 Equity Incentive Plan prior to the effectiveness of the Company's Form S-1 Registration Statement with the U.S. Securities and Exchange Commission (the "Existing Awards"), upon the Executive's continued services to the Company through the consummation of a Change in Control, 50% of the then-unvested shares subject to such awards shall become fully vested immediately prior to such Change in Control. For purposes of clarification, the 100% acceleration provided in the first sentence of this Section 6(a)(ii) shall apply to that portion of the Executive's Existing Awards that remains unvested following a Change in Control and the partial acceleration provided for in the preceding sentence; and

(iii) subject to the Executive's copayment of premium amounts at the applicable active employees' rate and the Executive's proper election to receive benefits under COBRA, the Company shall pay to the group health plan provider,

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the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the 18 month anniversary of the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA

provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments Stock Option shall be subject to tax-related deductions and withholdings governed by all the terms and paid conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. However, this Agreement sets out specific terms for this Stock Option, and those terms will prevail over more general terms in the Plan on the Company's regular payroll dates. For same issue, if any, or in the avoidance event of doubt, the taxable payments described above may, if made a conflict between such terms.

5. **Transferability.** This Agreement is personal to the Executive Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution or as set forth in Section 12(b) of the Plan. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. **Responsibility for Taxes.**

(a) The Optionee acknowledges and agrees that, regardless of any action taken by the Company or, if different, the Affiliate employing or otherwise retaining the service of the Optionee (the "Service Recipient"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the group health plan provider or Optionee's participation in the Plan and legally applicable to the COBRA provider, be used for Optionee ("Tax-Related Items") is and remains the Optionee's responsibility and may exceed the amount, if any, purpose, actually withheld by the Company or the Service Recipient. The Optionee further acknowledges that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Stock Option, including, but not limited to, continuation coverage the grant, vesting or exercise of this Stock Option, the subsequent sale of shares of Stock acquired upon the exercise of this Stock Option and the receipt of any dividends; and (ii) do not commit to and are under COBRA, no obligation to structure or administer the terms of the grant or any aspect of this Stock Option to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Optionee is subject to Tax-Related Items

in more than one jurisdiction, the Optionee acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The amounts payable under this Section 6(a), (b) Prior to the extent relevant taxable shall be paid or commence tax withholding event, as applicable, the Optionee agrees to be paid within 60 days after make adequate arrangements satisfactory to the later Company and/or the Service Recipient to occur satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company and/or the Service Recipient, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the Date of Termination following: (i) withholding from the Optionee's wages or the Change in Control; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payments other compensation paid to the extent they qualify as "non-qualified deferred compensation" within the meaning of

Section 409A of the Code, shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution Optionee by the Company to or for the benefit Service Recipient, (ii) withholding from proceeds of the Executive, whether paid sale of the shares of Stock acquired upon the exercise of this Stock Option either through a voluntary sale or payable or distributed or distributable through a mandatory sale arranged by the Company (on the Optionee's behalf pursuant to this authorization without further consent), (iii) withholding from the terms shares of Stock otherwise issuable at exercise of this Agreement Stock Option, or otherwise, calculated (iv) any method determined by the Administrator to be in compliance with applicable laws.

(c) The Company and/or the Service Recipient may withhold or account for Tax-Related Items by considering statutory withholding rates or other withholding rates, including maximum rates applicable in the Optionee's jurisdiction(s), in which case the Optionee may receive a manner consistent with Section 280G refund of any over-withheld amount in cash and will have no entitlement to the Code, and equivalent in Stock. If the applicable regulations thereunder (the "Aggregate Payments"), would obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes, the Optionee shall be deemed to have been issued the full number of Option Shares subject to the excise tax imposed by Section 4999 exercised Stock Option, notwithstanding that a number of the Code, then Option Shares is held back solely for the Aggregate Payments shall be reduced (but not below zero) so purpose of paying the Tax-Related Items.

(d) The Optionee agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the sum of all of Company or the Aggregate Payments shall Service Recipient may be \$1.00 less than the amount at which the Executive becomes subject required to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be

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reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to

Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts **withhold** or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 6(b), the “After Tax Amount” means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive **account for** as a result of the Executive’s receipt **Optionee’s participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Option Shares or the proceeds of the Aggregate Payments. For purposes sale of determining the After Tax Amount, Option Shares acquired upon the Executive exercise of this Stock Option, if the Optionee fails to comply with his or her obligations in connection with the Tax-Related Items.**

7. No Creation of Service Relationship; No Obligation to Continue Service Relationship. The grant of the Stock Option shall not be deemed to pay federal income taxes at **interpreted as forming an employment or service agreement with the highest marginal rate of federal income taxation applicable to individuals for Company or any Affiliate and shall not be construed as giving the calendar year in which the determination is Optionee any right to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.**

(iii) The determination as to whether a reduction **retained** in the Aggregate Payments shall be made pursuant to Section 6(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the “Accounting Firm”), which shall **employ of, or otherwise provide** detailed supporting calculations both **services to, the Company and Service Recipient or any other Affiliate. Neither the Executive within 15 business days Plan nor this Agreement shall interfere in any way with the right of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination Service Recipient, as applicable, to terminate the Service Relationship of the Optionee at any time.**

8. Nature of Grant. In accepting this Stock Option, the Optionee **acknowledges, understands, and agrees that:**

(a) **the Plan is established voluntarily by the Accounting Firm shall Company, it is discretionary in nature and may be binding upon amended, suspended or terminated by the Company and the Executive.**

(c) **Definitions.** For purposes of this Section 6, the following terms shall have the following meanings:

“Change in Control” shall mean **at any of the following: (i) the sale of all or substantially all of the assets of Parent on a consolidated basis to an unrelated person or entity (or group of persons or entities**

acting in concert), (ii) a merger, reorganization or consolidation pursuant to which an unrelated person or entity (or group of persons or entities acting in concert), acquires shares of capital stock of Parent (y) possessing the voting power to elect a majority of the Board or (z) representing more than fifty percent (50%) of the issued and outstanding shares of capital stock of Parent, (iii) the sale of more than fifty percent (50%) of the issued and outstanding shares of capital stock of Parent to an

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unrelated person or entity (or group of persons or entities acting in concert), or (iv) any other transaction other than a Public Sale (as hereinafter defined) in which the owners of Parent's outstanding voting power immediately prior to such transaction do not, directly or indirectly, own at least a majority of the outstanding voting power of Parent or any successor entity (or its ultimate parent, if applicable) immediately following completion of the transaction other than as a result of the acquisition of securities directly from Parent, excluding, in the case of each of clauses (ii), (iii) and (iv), the issuance of securities by Parent in a financing transaction approved by the Board. "Public Sale" means any sale pursuant to a registered public offering under the Securities Act or any sale to the public pursuant to Rule 144 promulgated under the Securities Act effected through a broker, dealer or market maker.

7. Section 409A.

(a) Anything in this Agreement to the contrary, notwithstanding, if at the time, of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent permitted by the Plan:

(b) the grant of this Stock Option is exceptional, voluntary and occasional and does not create any payment contractual or benefit that other right to receive future grants of stock options, or benefits in lieu of stock options, even if stock options have been granted in the Executive becomes entitled past;

(c) all decisions with respect to under this Agreement future stock option or otherwise on account other grants, if any, will be at the sole discretion of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision,

and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

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(c) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

Company:

(d) The parties intend that this Agreement will be administered the Optionee is voluntarily participating in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement or the Restrictive Covenants Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. Plan:

(e) The this Stock Option and any shares of Stock subject to this Stock Option, and the income from and value of same, are not intended to replace any pension rights or compensation:

(f) unless otherwise agreed with the Company, makes no representation this Stock Option and the shares of Stock subject to this Stock Option, and the income from and value of same, are not granted as consideration for, or warranty in connection with, the service the Optionee may provide as a director of an Affiliate;

(g) this Stock Option and shall any shares of Stock subject to this Stock Option, and the income from and value of same, are not part of normal or expected compensation for the purposes of, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

(h) the future value of the shares of Stock underlying this Stock Option is unknown, indeterminable, and cannot be predicted with certainty;

(i) if the underlying shares of Stock subject to this Stock Option do not increase in value, this Stock Option will have no liability value;

(j) if the Optionee exercises this Stock Option and acquires shares of Stock, the value of such shares of Stock may increase or decrease, even below the Option Exercise Price per Share;

(k) for purposes of this Stock Option, the Optionee's Service Relationship will be considered terminated as of the date the Optionee is no longer actively providing services to the Executive Company or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A Affiliate (regardless of the Code but do reason for such termination and whether or not satisfy an exemption from, later found to be invalid or in breach of labor laws in the conditions of, such Section.

8. Continuing Obligations.

(a) Restrictive Covenants Agreement. The jurisdiction where the Optionee provides services or the terms of the Employment Agreement dated February 16, 2016 (the "Optionee's employment or other service agreement, if any), and unless otherwise determined by the Company, the Optionee's right to vest in this Stock Option, if any, will terminate and the Optionee's right to exercise any vested Stock Option will be measured as of such date and, in either case, will not be extended by any notice period (Restrictive Covenants Agreement e.g.), attached hereto as Exhibit A, continue the Optionee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under labor laws in the jurisdiction where the Optionee provides service or the terms of the Optionee's employment or other service agreement, if any); the Administrator shall have the exclusive discretion to be in full force and effect. For determine when the Optionee is no longer actively providing services for purposes of this Agreement, Stock Option (including whether the obligations Optionee may still be considered to be providing services while on a leave of absence);

(l) no claim or entitlement to compensation or damages shall arise from forfeiture of this Stock Option resulting from the termination of the Optionee's Service Relationship (for any reason whatsoever, whether or not later found to be invalid or in this Section 8 and those that arise breach of labor laws in the Restrictive Covenants Agreement and any other agreement relating to confidentiality, assignment of inventions, jurisdiction where the Optionee provides services or other restrictive covenants shall collectively be referred to as the "Continuing Obligations." The Executive acknowledges and agrees that the

obligations under the Restrictive Covenants Agreement shall apply with respect to each entity within the definition of "Company" and their respective successors and assigns, and any reference to Dynatrace LLC in the Restrictive Covenants Agreements shall include each Company entity and their respective successors and assigns.

(b) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer

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or other party which restricts in any way the Executive's use or disclosure of information, other than confidentiality restrictions (if any), or the Executive's engagement in any business. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous Optionee's employment or other party.

service agreement, if any); and

(c) (m) Litigation and Regulatory Cooperation. During and after unless otherwise provided in the Executive's employment, the Executive shall cooperate fully with Plan or by the Company in (i) its discretion, this Stock Option and the defense benefits evidenced by this Agreement do not create any entitlement to have this Stock Option or prosecution of any claims such benefits transferred to, or actions now in existence assumed by, another company nor to be exchanged, cashed out or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare substituted for, discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review corporate transaction affecting the shares of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall

reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 8(c). Stock.

(d) Relief. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the Continuing Obligations, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

(e) Protected Disclosures and Other Protected Action. Nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity (a "GovernmentAgency") concerning any act or omission that the Executive reasonably believes

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constitutes a possible violation of federal or state law or making other disclosures that are protected under the antiretaliation or whistleblower provisions of applicable federal or state law or regulation. In addition, nothing contained in this Agreement limits the Executive's ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including the Executive's ability to provide documents or other information, without notice to the Company. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement or the Restrictive Covenants Agreement for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. Consent to Jurisdiction. The parties hereby consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter, including without limitation the Prior Agreement, provided that the Restrictive Covenants Agreement, the Continuing Obligations, and the Equity Documents remain in full force and effect. matter.

11. 10. Withholding; Tax Effect Data Privacy. All payments made by Data Privacy. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). The Company will process the Relevant Information as needed to administer the Plan and this Agreement. Please refer to the Executive under Company's Global Staff Privacy Notice for additional information.

11. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be net required to deliver any shares of Stock issuable upon exercise of this Stock Option prior to the completion of any tax registration or qualification of the Stock under any U.S. or non-U.S. local, state or federal securities or other amounts required applicable law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other U.S. or non-U.S. governmental regulatory body, or prior to be withheld by obtaining any approval or other clearance from any U.S. or non-U.S. local, state or federal governmental agency, which registration, qualification or approval the Company under applicable law. Nothing shall, in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments its absolute discretion, deem necessary or benefits or for any deduction or withholding from any payment or benefit.

12. Assignment. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, advisable. The Optionee understands that the Company may assign its rights and obligations is under no obligation to register or qualify the shares of Stock subject to this Agreement (including Stock Option with the Restrictive Covenants Agreement) without the Executive's consent to SEC or any affiliate U.S. state or non-U.S. securities commission or to seek approval or clearance from any person governmental authority for the issuance or entity with whom sale of the Stock. Further, the Optionee agrees that the Company shall hereafter effect have unilateral authority to amend the Plan and this Agreement without the Optionee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of the shares of Stock.

12. Appendix. Notwithstanding any provision in this Global Stock Option Agreement, this Stock Option shall be subject to the additional general terms and conditions for Optionees in countries outside the United States as well as any special terms and conditions for the Optionee's country, all as set forth in the Appendix attached hereto. If the Optionee transfers from the United States to a reorganization, consolidate with, country outside the United States, or merge into or

to whom it transfers all or substantially all of its properties or assets; provided further

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that if the Executive remains employed or becomes employed by Optionee relocates between countries included in the Appendix during the life of this Stock Option, the applicable terms and conditions in the Appendix shall apply to the Optionee, to the extent the Company the purchaser or any of their affiliates in connection with any such transaction then the Executive shall not be entitled to any payments, benefits or vesting pursuant to Section 5 or pursuant to Section 6 of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns.

13. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or determines that the application of such portion terms and conditions is necessary or provision advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

13. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business, with a copy to legalnotices@dynatrace.com, and shall be mailed or delivered to the Optionee at the address on file with the Company or, in circumstances either case, at such other than those address as one party may subsequently furnish to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and the other party in writing.

14. Waivers. The Optionee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be valid construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Optionee or any other optionees.

15. Governing Law. This Agreement shall be governed by, and enforceable construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the fullest extent permitted by law. State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

14. 16. Survival Consent to Jurisdiction. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE, OR, TO THE EXTENT THE COURT OF CHANCERY DOES NOT HAVE SUBJECT MATTER JURISDICTION,

THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND THE APPELLATE COURTS HAVING JURISDICTION OF APPEALS IN SUCH COURTS FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL OR ITS FOREIGN EQUIVALENT TO SUCH PARTY'S RESPECTIVE ADDRESS SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS SECTION. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT IN DELAWARE, AND FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

17. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall survive nevertheless be binding and enforceable.

18. **Imposition of Other Requirements.** The Company reserves the termination right to impose other requirements on this Stock Option and the Option Shares acquired upon exercise of this Agreement and/or the termination of the Executive's employment Stock Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Optionee to enter into any additional agreements or undertakings that may be necessary to effectuate accomplish the terms contained herein. foregoing.

19. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to accept this Agreement or otherwise participate in the Plan in the future through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

DYNATRACE, INC.

By:

EXHIBIT 19.1

INSIDER TRADING POLICY

This Insider Trading Policy (the "**Insider Trading Policy**") is designed to prevent insider trading or the appearance of impropriety, to satisfy the obligation of

Dynatrace, Inc. and its subsidiaries (collectively, the “**Company**”) to reasonably supervise the activities of Company personnel, and to help Company personnel avoid the severe consequences associated with violations of insider trading laws. It is your obligation to understand and comply with this Insider Trading Policy. The Company’s Chief Legal Officer or their designee is the Compliance Officer and administrator of this Insider Trading Policy.

PART I. OVERVIEW

A. To Whom does this Insider Trading Policy Apply?

15. This Insider Trading Policy, both Part I and Part II, applies to the Company’s directors, officers, employees and designated consultants (“**Waiver Covered Persons**”), as well as any other individuals whom the Compliance Officer may designate as Covered Persons from time to time, and applies to any and all transactions by such Covered Persons and their Affiliated Persons (as defined below) in the Company’s securities, including its common stock, options to purchase common stock, any other type of securities that the Company may issue (such as preferred stock, convertible debentures, warrants, exchange-traded options or other derivative securities), and any derivative securities that provide the economic equivalent of ownership of any of the Company’s securities or an opportunity, direct or indirect, to profit from any change in the value of the Company’s securities (collectively, “**Company Securities**”).

In addition, all Covered Persons must comply with the Trading Procedures set forth in Part II of this Insider Trading Policy (the “**Trading Procedures**”). Please note:

- All Covered Persons are prohibited from engaging in the transactions described in Part II(A)(1), and
- Those persons identified by the Compliance Officer as “**Designated Insiders**” are prohibited from trading in Company Securities outside of the quarterly trading windows established in Part II(A)(2) below.

The Trading Procedures also require the pre-clearance of all transactions in Company Securities (regardless of trading windows) by all members of the Company’s Board of Directors, all Section 16 reporting officers and other individuals designated by the Compliance Officer from time to time in his or her discretion as “**Pre-Clearance Insiders**”. You will be notified if you are identified as a Designated Insider and if applicable, also a Pre-Clearance Insider. The Compliance Officer retains the discretion to modify the applicability of the Part II Trading Procedures in his or her discretion from time to time.

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This Insider Trading Policy, including, if applicable, the Trading Procedures contained herein, also applies to the following persons (collectively, these persons and entities are referred to as “**Affiliated Persons**”):

- your “family members” which includes (a) your spouse, domestic partner or significant other, your dependent child or stepchild, your dependent parent or stepparent, your grandparents, your siblings and any family member or other person living in your household, (b) any of your other family members who do not reside in your household but whose transactions are directed by you, and (c) any other individual over whose account you have control and to whose financial support you materially contribute (“materially contribute” includes financial support such as paying an individual’s rent, but not just paying their phone bill);
- all trusts, family partnerships and other types of entities formed for your benefit or for the benefit of a member of your family and over which you have the ability to influence or direct investment decisions concerning securities;
- all persons who execute trades on your behalf; and
- all investment funds, trusts, retirement plans, partnerships, corporations and other types of entities over which you have the ability to influence or direct investment decisions concerning securities; provided, however, that the Trading Procedures shall not apply to any such entity that engages in the investment of securities in the ordinary course of its business (e.g., an investment fund or partnership) if such entity has established its own insider trading controls and procedures in compliance with applicable securities laws. Notwithstanding the foregoing, this Insider Trading Policy does not apply to Thoma Bravo, LLC or any of its affiliated investment funds.

You are responsible for ensuring compliance with this Insider Trading Policy, including the Trading Procedures contained herein, by all of your Affiliated Persons.

The prohibitions in this Insider Trading Policy continue whenever and for as long as you know or are in possession of material, nonpublic information. Remember, anyone scrutinizing your transactions will be doing so after the fact, with the benefit of hindsight. As a practical matter, before engaging in any transaction, you should carefully consider how enforcement authorities and others might view the transaction in hindsight. In the event that you leave the Company for any reason, this Insider Trading Policy, including, if applicable, the Trading Procedures contained herein, will continue to apply to you and your Affiliated Persons until the later of: (1) the second trading day following the public release of earnings for the fiscal quarter in which you leave the Company or (2) the second trading day after any material, nonpublic information known to you has become public or is no longer material. The Compliance Officer may require a “cooling off” period he or she deems appropriate.

B. What is Prohibited by this Insider Trading Policy?

It is generally illegal for you to trade in the Company Securities, whether for your account or for the account of another, while in the possession of material, nonpublic information about the Company. It is also generally illegal for you to disclose material, nonpublic information about the Company to others who may trade on the basis of that information. These illegal activities are commonly referred to as “*insider trading*.”

1. Trading and Tipping

When you know or are in possession of material, nonpublic information about the Company, whether positive or negative, you are prohibited from the following activities:

- trading (whether for your account or for the account of another) in Company Securities, except for trades made in compliance with the affirmative defense of Rule 10b5-1 under the Exchange Act, such as when trades are made pursuant to a written plan that was adopted, or trading instructions that were given, before you knew or had possession of such material, nonpublic information and certain other conditions are satisfied;
- giving trading advice of any kind about the Company, including recommending to any person that such person engage in or refrain from engaging in any transaction involving Company Securities; and
- disclosing such material, nonpublic information about the Company, whether positive or negative, to anyone else (commonly known as “*tipping*”) whether or not you intend to or actually do realize a profit (or any other benefit) from such tipping.

This Insider Trading Policy does not restrict or prohibit: (1) an exercise of an employee stock option when payment of the exercise price is made in cash, (2) the withholding by the Company of shares of stock upon vesting of restricted stock or upon settlement of restricted stock units to satisfy applicable tax withholding requirements if (a) such withholding is required by applicable Company policy or the applicable plan or award agreement, or (b) the election to exercise such tax withholding right was made by the Covered Person in compliance with the Trading Procedures, or (3) the sale of shares of stock upon vesting of restricted stock or upon settlement of restricted stock units to satisfy applicable tax withholding requirements pursuant to an arrangement whereby the Company issues to a broker designated by the Company and acting on behalf of the employee a number of shares of stock sufficient to satisfy the withholding amount due along with any applicable third-party commission with irrevocable instructions to sell such shares of stock (“**Sell-to-Cover**”) and the proceeds from such Sell-to-Cover are remitted to the Company if (a) such Sell-to-Cover is required by applicable Company policy, or the applicable plan or award agreement or (b) the election to exercise such Sell-to-Cover right was made by a Designated Insider in compliance with the Trading Procedures.

This Insider Trading Policy does apply, however, to the use of outstanding Company Securities to constitute part or all of the exercise price of an option, any sale of stock as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option or to cover tax withholding or other tax obligations resulting from vesting of restricted stock units or awards (except under the circumstances set forth in section (3) of the prior paragraph).

In addition, this Insider Trading Policy does not apply to bona fide gifts, donations and other transfers of Company Securities, unless you:

- have reason to believe that the recipient intends to sell the Company Securities while you know or are in possession of material, nonpublic information; or
- are a Designated Insider or Pre-Clearance Insider, in which case the gift, donation or other transfer must be made during a Trading Window and, as applicable, following pre-clearance as set forth in the Trading Procedures.

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2. Prohibition on Trading in Securities of Other Companies

This Insider Trading Policy's prohibitions against insider trading and tipping also apply to trading in securities of other public companies, including the Company's customers, suppliers, partners and other enterprises with which we are working (such as when negotiating an acquisition, investment or other transaction that could be material to the other company). Whenever, during the course of your service to or employment by the Company, you become aware of material, nonpublic information about another public company, including any confidential information that is reasonably likely to affect the market price of that company's securities (for example, discussions of licensing a product or acquiring that other company), neither you nor your Affiliated Persons may trade in any securities of that company, give trading advice about that company, tip or disclose that information, pass it on to others, or engage in any other action to take advantage of that information.

If your work regularly involves handling or discussing confidential information of one of our partners, suppliers or customers, you should consult with the Compliance Officer before trading in any of that company's securities.

3. Definition of Material, Nonpublic Information

This Insider Trading Policy prohibits you from trading in Company Securities if you are in possession of information about the Company that is both "material" and "nonpublic." If you have a question whether certain information you are aware of is material or has been made public, you are encouraged to consult with the Compliance Officer.

What is "Material" Information?

Information about the Company is "material" if it could reasonably be expected to affect the investment or voting decisions of a stockholder or investor, or if the disclosure of the information could reasonably be expected to significantly alter the total mix of information in the marketplace about the Company. In simple terms, material information is any type of information that could reasonably be expected to affect the market price of Company Securities. Both positive and negative information may be material. While it is not possible to identify all information that would be deemed "material," the following items are types of information that should be considered carefully to determine whether they are material:

- earnings results and any projections of future earnings or losses, or other earnings guidance;

- earnings or revenue that are inconsistent with the consensus expectations of the investment community;
- potential restatements of the Company's financial statements, changes in auditors or auditor notification that the Company may no longer rely on an auditor's audit report;
- pending or proposed corporate mergers, acquisitions, tender offers, joint ventures or dispositions of significant assets;
- changes in management or the Board of Directors;
- significant actual or threatened litigation or governmental investigations or major developments in such matters;
- a cybersecurity or other technology-related risk or incident, including the discovery of significant vulnerabilities or breaches;
- significant developments regarding the products, platform, customers, partners, contracts or financing sources (e.g., the acquisition or loss of a contract);

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- a pending or unannounced contract with a partner or customer with a total contract value in excess of \$10,000,000;
- public or private sales or purchases of Company Securities by either the Company or its insiders (including, without limitation, any pending by Thoma Bravo, LLC or its affiliates) as well as any changes in dividend policy or declaration of stock splits;
- potential defaults under the Company's credit agreements or indentures, or the existence of material liquidity deficiencies; and
- bankruptcies or receiverships.

By including the list above, the Company does not mean to imply that each of these items above is *per se* material. The information and events on this list still require determinations as to their materiality (although some determinations will be reached more easily than others). For example, some new products or contracts may clearly be material to an issuer; yet that does not mean that all product developments or contracts will be material. This demonstrates, in our view, why no "bright-line" standard or list of items can adequately address the range of situations that may arise. Furthermore, the Company cannot create an exclusive list of events and information that have a higher probability of being considered material.

The Securities and Exchange Commission (the "**SEC**") has stated that there is no fixed quantitative threshold amount for determining materiality, and that even very small quantitative changes can be qualitatively material if they would result in a movement in the price of Company Securities.

What is "Nonpublic" Information?

Material information is "nonpublic" if it has not been disseminated in a manner making it available to investors generally. To show that information is public, it is necessary to point to some fact that establishes that the information has

become publicly available, such as the filing of a report with the SEC, the distribution of a press release through a widely disseminated news or wire service, or by other means that are reasonably designed to provide broad public access.

Before a person who possesses material, nonpublic information can trade, there also must be adequate time for the market as a whole to absorb the information that has been disclosed. For the purposes of this Insider Trading Policy, information will be considered public after the close of trading on the second full trading day following the Company's public release of the information.

For example, if the Company announces material nonpublic information of which you are aware before trading begins on a Tuesday, the first time you can buy or sell Company Securities is the opening of the market on Thursday. However, if the Company announces this material information after trading begins on that Tuesday, the first time that you can buy or sell Company Securities is the opening of the market on Friday.

C. What are the Penalties for Insider Trading and Noncompliance with this Insider Trading Policy?

Both the SEC and the national securities exchanges, through the Financial Industry Regulatory Authority ("FINRA"), investigate and are very effective at detecting insider trading. The SEC, together with the U.S. Attorneys, pursue insider trading violations vigorously. For instance, cases have been successfully prosecuted against trading by employees in foreign accounts, trading by family members and friends, and trading involving only a small number of shares.

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The penalties for violating insider trading or tipping rules can be severe and include:

- disgorgement of the profit gained or loss avoided by the trading;
- payment of the loss suffered by the persons who, contemporaneously with the purchase or sale of securities that are subject of such violation, have purchased or sold, as applicable, securities of the same class;
- payment of criminal penalties of up to \$5,000,000;
- payment of civil penalties of up to three times the profit made or loss avoided; and
- imprisonment for up to 20 years.

The Company and/or the supervisors of the person engaged in insider trading may also be required to pay civil penalties of up to the greater of \$2,000,000 or more, up to three times the profit made or loss avoided, as well as criminal penalties of up to \$25,000,000, and could under certain circumstances be subject to private lawsuits.

Violation of this Insider Trading Policy or any federal or state insider trading laws may subject the person violating such policy or laws to disciplinary action by the Company up to and including termination. The Company reserves the right to

determine, in its own discretion and on the basis of the information available to it, whether this Insider Trading Policy has been violated. The Company may determine that specific conduct violates this Insider Trading Policy, whether or not the conduct also violates the law. It is not necessary for the Company to await the filing or conclusion of a civil or criminal action against the alleged violator before taking disciplinary action.

D. How Do You Report a Violation of this Insider Trading Policy?

If you have a question about this Insider Trading Policy, including whether certain information you are aware of is material or has been made public, you are encouraged to consult with the Compliance Officer. In addition, if you violate this Insider Trading Policy or any federal or state laws governing insider trading, or know of any such violation by any Covered Person, you must report the violation immediately to the Compliance Officer, who can be reached at ComplianceOfficer@dynatrace.com.

PART II. TRADING PROCEDURES

A. Special Trading Restrictions

1. Prohibited Transactions – Applicable to All Covered Persons.

- **No Short Sales.** No Covered Person may at any time sell any Company Securities that are not owned by them at the time of the sale (a "short sale").
- **No Purchases or Sales of Derivative Securities or Hedging Transactions.**

No Covered Person may buy or sell puts, calls, other derivative Company Securities or any derivative securities that provide the economic equivalent of ownership of any Company Securities or an opportunity, direct or indirect, to profit from any change in the value of the Company Securities or engage in any other hedging transaction with respect to the Company Securities, at any time.

- **No Company Securities Subject to Margin Calls.** No Covered Person may use Company Securities as collateral in a margin account.

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- **No Pledges.** No Covered Person may pledge Company Securities as collateral for a loan (or modify an existing pledge).

2. No Trading by Designated Insiders Except During Trading Windows.

The announcement of the Company's quarterly financial results almost always has the potential to have a material effect on the market for Company Securities. Even though you may not know the financial results prior to public

announcement, trades by Company personnel before the financial results are disclosed to the public may give an appearance of impropriety that could subject the individuals and the Company to a charge of insider trading.

Therefore, subject to limited exceptions described herein, all Designated Insiders may trade in Company Securities only during four quarterly trading windows. "Trade" for this purpose also includes gifts, donations and other transfers of Company Securities. Unless otherwise advised, the four trading windows consist of the periods that begin after market close on the second full trading day following the Company's issuance of a press release (or other method of broad public dissemination) announcing its quarterly or annual earnings, and end at the close of the market on the 15th day before the end of the then-current quarter.

The Compliance Officer may in his or her discretion modify from time to time the list of Designated Insiders and may designate additional periods of time where trading of Company Securities, or those of another company (such as a counterparty to an M&A transaction, competitor or close partner), is restricted, which are called "**Special Closed Windows**." Special Closed Windows may impact all Designated Insiders or a subset of them, as determined by the Compliance Officer. The imposition of a Special Closed Window will not be announced to the Company generally, should not be communicated to any other person, and may itself be considered under this Insider Trading Policy to be material nonpublic information.

Designated Insiders may be allowed to trade outside of a trading window only (a) pursuant to a pre-approved Rule 10b5-1 Plan as described in Part II (C) below or (b) in accordance with the procedure for waivers as described below in Part II (D).

B. Pre-Clearance Procedures - Applicable to All Pre-Clearance Insiders

In addition to the restrictions on trading in Company Securities set forth above, Pre-Clearance Insiders and their Affiliated Persons are subject to the following special trading restrictions:

No Pre-Clearance Insider may trade in Company Securities unless the trade has been approved by the Compliance Officer in accordance with the procedures set forth below. "Trade" for this purpose also includes gifts, donations and other transfers of Company Securities.

The Compliance Officer will review and either approve or prohibit all proposed trades by Pre-Clearance Insiders in accordance with the procedures set forth below. The Compliance Officer may consult with the Company's other officers and/or outside legal counsel and will receive approval for his or her own trades from the Chief Financial Officer. You will be notified if you are a Pre-Clearance Insider.

1. Procedures. No Pre-Clearance Insider may trade in Company Securities until:

- The Pre-Clearance Insider has notified the Compliance Officer of the amount and nature of the proposed trade(s) in the manner required and communicated to the Pre-Clearance Insider by the Compliance Officer. In order to provide adequate time for the preparation of any required

reports under Section 16 of the Exchange Act, such notification should, if practicable, be received by the Compliance Officer at least two business days prior to the intended trade date;

- The Pre-Clearance Insider has certified to the Compliance Officer in writing prior to the proposed trade(s) that the Pre-Clearance Insider is not in possession of material, nonpublic information concerning the Company;
- The Pre-Clearance Insider has informed the Compliance Officer, in such manner as required by the Compliance Officer, whether, to the Pre-Clearance Insider's best knowledge, (a) the Pre-Clearance Insider has (or is deemed to have) engaged in any opposite way transactions within the previous six months that were not exempt from Section 16(b) of the Exchange Act and (b) if the transaction involves a sale by an "affiliate" of the Company or of "restricted securities" (as such terms are defined under Rule 144 under the Securities Act of 1933, as amended ("**Rule 144**")), whether the transaction meets all of the applicable conditions of Rule 144; and
- The Compliance Officer or his or her designee has approved the trade(s) and has certified such approval in writing. Such certification may be made electronically via e-mail or through a system approved by the Compliance Officer.

The Compliance Officer does not assume the responsibility for, and approval from the Compliance Officer does not protect the Pre-Clearance Insider from, the consequences of prohibited insider trading.

2. Additional Information.

Designated Insiders and/or Pre-Clearance Insiders shall provide to the Compliance Officer any documentation reasonably requested by him or her in furtherance of the foregoing procedures. Any failure to provide such requested information will be grounds for denial of approval by the Compliance Officer.

3. Notification of Brokers of Insider Status

Designated Insiders and/or Pre-Clearance Insiders who are required to file reports under Section 16 of the Exchange Act shall inform their broker that (a) the Designated Insider or Pre-Clearance Insider is subject to Section 16; (b) the broker shall confirm that any trade by the Designated Insider or Pre-Clearance Insider or any of their Affiliated Persons has been precleared by the Company; and (c) the broker is to provide transaction information to the Designated Insider or Pre-Clearance Insider and/or the Compliance Officer on the day of a trade.

4. No Obligation to Approve Trades.

The existence of the foregoing approval procedures does not in any way obligate the Compliance Officer to approve any trade requested by a Pre-Clearance Insider. The Compliance Officer may reject any trading request at his or her sole discretion.

From time to time, an event may occur that is material to the Company and is known by only a few directors or executives. Pre-Clearance Insiders may not trade in Company Securities if they are notified by the Compliance Officer that a proposed trade has not been cleared because of the existence of a material, nonpublic development. Even if that particular Pre-Clearance Insider is not aware of the material, nonpublic development involving the Company, if any Pre-Clearance Insider engages in a trade before a material, nonpublic development is disclosed to the public or resolved, the Pre-Clearance Insider and the Company might be exposed to a charge of insider trading that could be costly and difficult to refute even if the Pre-Clearance Insider was unaware of the

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development. So long as the event remains material and nonpublic, the Compliance Officer may determine not to approve any transactions in Company Securities. The Compliance Officer will subsequently notify the Pre-Clearance Insider once the material, nonpublic development is disclosed to the public or resolved. If a Pre-Clearance Insider requests clearance to trade in Company Securities during the pendency of such an event, the Compliance Officer may reject the trading request without disclosing the reason.

5. Completion of Trades.

After receiving written clearance to engage in a trade approved by the Compliance Officer or his or her designee, a Pre-Clearance Insider must initiate the proposed trade within five business days or make a new trading request. Even if a Pre-Clearance Insider has received clearance, the Pre-Clearance Insider may not engage in a trade if (i) such clearance has been rescinded by the Compliance Officer, (ii) the Pre-Clearance Insider has otherwise received notice that the trading window has closed or (iii) the Pre-Clearance Insider has or acquires material nonpublic information.

6. Post-Trade Reporting.

Any transactions in Company Securities by a Pre-Clearance Insider (including transactions effected pursuant to a Rule 10b5-1 Plan) should be reported to the Compliance Officer in the manner required by the Compliance Officer and communicated to such Pre-Clearance Insider on the same day in which such a transaction occurs or in such other manner as the Compliance Officer may communicate to Pre-Clearance Insiders. Each report a Pre-Clearance Insider makes to the Compliance Officer should include the date of the transaction, quantity of shares, price and broker-dealer through which the transaction was effected. This reporting requirement may be satisfied by sending (or having such Pre-Clearance Insider's broker send) duplicate confirmations of trades to the Compliance Officer if such information is received by the Compliance Officer on or before the required date. Compliance by directors and executive officers with this provision is imperative given the requirement of Section 16 of the Exchange Act that these persons generally must report changes in ownership of Company Securities within two business days. The sanctions for noncompliance with this reporting deadline include mandatory disclosure in the Company's proxy statement for the next annual meeting of stockholders, as well as possible civil or criminal sanctions for chronic or egregious violators.

C. Exemptions

1. Pre-Approved Rule 10b5-1 Plan.

Transactions effected pursuant to a Rule 10b5-1 Plan (as defined below) will not be subject to the Company's trading windows, or pre-clearance procedures, and Pre-Clearance Insiders are not required to submit any request form or notification as may normally be required by the Compliance Officer. Rule 10b5-1 of the Exchange Act provides an affirmative defense from insider trading liability under the federal securities laws for trading plans, arrangements or instructions that meet certain requirements. A trading plan, arrangement or instruction that meets the requirements of Rule 10b5-1 (a "**Rule 10b5-1 Plan**") enables Covered Persons to establish arrangements to trade in Company Securities outside of the Company's trading windows, even when in possession of material, nonpublic information.

The Company has adopted a separate Rule 10b5-1 Trading Plan Policy that sets forth the requirements for putting in place a Rule 10b5-1 Plan with respect to Company Securities. If you intend to trade pursuant to a Rule 10b5-1 Plan, such plan, arrangement or instruction must:

- satisfy the requirements of Rule 10b5-1;
- be documented in writing;

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- be established during a trading window when you do not possess material, nonpublic information; and
- be pre-approved by the Compliance Officer.

Any deviation from, or alteration to, the specifications of an approved Rule 10b5-1 Plan (including, without limitation, the amount, price or timing of a purchase or sale) must be reported immediately to the Compliance Officer. Any transaction pursuant to a Rule 10b5-1 Plan must be timely reported following the transaction in accordance with the procedures set forth above.

The Compliance Officer may refuse to approve a Rule 10b5-1 Plan as he or she deems appropriate including, without limitation, if he or she determines that such plan does not satisfy the requirements of Rule 10b5-1.

Any modification of a prior Rule 10b5-1 Plan requires pre-approval by the Compliance Officer. A modification or termination of a Rule 10b5-1 Plan must occur during a trading window and while such Covered Person is not aware of material, nonpublic information.

2. Employee Benefit Plans.

Exercise of Stock Options. The trading prohibitions and restrictions set forth in the Trading Procedures do not apply to the exercise of an option to purchase Company Securities when payment of the exercise price is made in cash. However, the exercise of an option to purchase Company Securities is subject to

the current reporting requirements of Section 16 of the Exchange Act and, therefore, Pre-Clearance Insiders must comply with the post-trade reporting requirement described in Section C above for any such transaction. In addition, the securities acquired upon the exercise of an option to purchase Company Securities are subject to all of the requirements of this Insider Trading Policy, including the Trading Procedures contained herein. Moreover, the Trading Procedures apply to the use of outstanding Company Securities to pay part or all of the exercise price of an option, any net option exercise, any exercise of a stock appreciation right, share withholding, any sale of stock as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option.

Tax Withholding on Restricted Stock/Units. The trading prohibitions and restrictions set forth in the Trading Procedures do not apply to (1) the withholding by the Company of shares of stock upon vesting of restricted stock or upon settlement of restricted stock units to satisfy applicable tax withholding requirements if (a) such withholding is required by the applicable plan or award agreement or (b) the election to exercise such tax withholding right was made by the Covered Person in compliance with the Trading Procedures or (2) the sale of shares of stock upon vesting of restricted stock or upon settlement of restricted stock units to satisfy applicable tax withholding requirements pursuant to a Sell-to-Cover if (a) such Sell-to-Cover is required by applicable Company policy, or the applicable plan or award agreement or (b) the election to exercise such Sell-to-Cover right was made by the Designated Insider in compliance with the Trading Procedures.

Employee Stock Purchase Plan ("ESPP"). The trading prohibitions and restrictions set forth in the Trading Procedures do not apply to periodic wage withholding contributions by the Company or employees of the Company which are used to purchase Company Securities pursuant to the employees' advance instructions under the Company's ESPP.

However, no Covered Person may: (a) enroll or elect to participate in the ESPP or alter his or her instructions regarding the level of withholding or purchase by the Covered Person of Company Securities under the ESPP; or (b) make cash contributions to the ESPP (other than through periodic wage withholding) without

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complying with the Trading Procedures. Any sale of securities acquired under the ESPP is subject to the prohibitions and restrictions of the Trading Procedures.

D. Waivers

A waiver of any provision hereof of this Insider Trading Policy, or the Trading Procedures contained herein, in a specific instance may be authorized in writing by the Audit Committee of the Board of Directors, and any such waiver shall be effective unless reported to the Company's Board of Directors.

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Questions regarding this Insider Trading Policy are encouraged and may be directed to the Compliance Officer, who may be reached at

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Amended and restated on April 25, 2024.

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RULE 10B5-1 TRADING PLAN POLICY

This Rule 10b5-1 Trading Plan Policy should be read in conjunction with the Insider Trading Policy (the **"Insider Trading Policy"**) of Dynatrace, Inc. (the **"Company"**). Specifically, Part II, Section C.1 of the Insider Trading Policy provides that transactions made pursuant to an approved Rule 10b5-1 Plan will not be subject to the trading windows or pre-clearance procedures set forth in the Insider Trading Policy. Terms used in this Rule 10b5-1 Trading Plan Policy and not otherwise defined have the meanings set forth in the Insider Trading Policy.

Rule 10b5-1(c) under the Exchange Act provides an affirmative defense against allegations of insider trading. This affirmative defense is often referred to as a "safe harbor" from such allegations. The Rule 10b5-1(c) safe harbor is available to the Company's employees, officers, and directors who make trades pursuant to a trading "plan" that meets the requirements of the rule. A plan that meets the requirements of the Rule 10b5-1(c) safe harbor is referred to herein as a "Trading Plan." Trading Plans may be used for purchases, sales, gifts or other transfers of securities.

The Company encourages Designated Insiders to enter into Trading Plans, but only if those plans are pre-approved in writing by our Compliance Officer. The Compliance Officer is assigned the job of approving any Trading Plan as to its form. Any Trading Plans to be entered into by the Compliance Officer will be pre-approved by another Company lawyer responsible for securities matters. Most brokerage firms will provide a form Trading Plan that is used for all clients.

All Trading Plans (and any amendment to, modification of, or termination of a Trading Plan) must comply with Rule 10b5-1 and must meet the following minimum conditions:

1. Trading Plan Requirements.

- a. **Plan and Approval.** Each Trading Plan proposed to be entered into by a Designated Insider must be approved in writing by the Compliance Officer prior to its effectiveness. The Trading Plan must be in writing and signed by the waiving party. Designated Insider. The failure Trading Plan must include a written representation by the Designated Insider that they are not aware of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. **Notices.** Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with material, nonpublic information concerning the Company or Company Securities and that they are adopting the Trading Plan in good faith and not as part of a plan or scheme to evade the case prohibitions of Section 10(b) and Rule 10b-5 of the Exchange Act. The Company's Legal Department will keep a copy of each signed Trading Plan in its files.

- b. **Timing and Term of Plan.** Each Trading Plan used by a Designated Insider must be adopted (i) when the trading window for the Designated Insider is open under our Insider Trading Policy; and (ii) when the Designated Insider does not otherwise possess material, nonpublic information about the Company. Except with the prior written approval of the Compliance Officer, each Trading Plan entered into by any Designated Insider of the Company must be structured to remain in place for at its main offices, attention least one year; provided however, a Trading Plan may be less than one year in duration if the plan solely covers either (A) stock options expiring within one year; or (B) selling of a portion of the Board shares upon vesting of restricted stock units in order to primarily cover estimated applicable tax liability. Except with the prior written approval of the Compliance Officer, each Trading Plan entered into by any Designated Insider must be structured to remain in place no longer than two years after the effective date of such plan.

17. **c. Timing of Plan Amendment and Modification; Termination of Plans.** This Agreement Trading Plans may be amended or modified only (i) when the trading window for the Designated Insider is open under our Insider Trading Policy; (ii) when the Designated Insider does not possess material, nonpublic information about the Company; and (iii) with the written approval of the Compliance Officer. Trading Plans may be terminated only (A) when the trading window for the Designated Insider is open under

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our Insider Trading Policy; (B) when the Designated Insider does not possess material, nonpublic information about the Company; and (C) with the written approval of the Compliance Officer.

- d. **"Cooling Off Period" - Delayed Effectiveness of Adoption or Amendment/Modification.** Each Trading Plan used by a written instrument signed by Designated Insider must include a "cooling off" period prior to the Executive first trade.
- For executive officers and by a duly authorized representative of each any other officers of the Company who are required by Section 16 of the Exchange Act to file reports on their transactions in Company Securities (collectively, "Section 16 officers") and Parent members of the Company's board of

directors, the Trading Plan must provide that the first transaction executed pursuant to the Trading Plan may not occur until after the period beginning on the date the Trading Plan is effective and ending on the later of (i) the 90th day after adoption or amendment of the plan and (ii) two business days following the disclosure of the Company's financial results in a Form 10-Q or Form 10-K for the fiscal quarter in which the plan was adopted, amended or modified. The required cooling off period is subject to a maximum period of 120 days.

- For Designated Insiders who are not Section 16 officers or directors, the Trading Plan must provide that the first transaction executed pursuant to the Trading Plan may not occur until 30 days following the adoption, amendment or modification of the Trading Plan, as applicable.

18. **e. Effect on Other Plans and Agreements Relationships with Plan Broker/Administrator; No Subsequent Influence.**

An election Each Trading Plan used by a Designated Insider must provide that the Designated Insider may not communicate any material, nonpublic information about the Company to the broker or other third party administering the plan, or attempt to influence how the broker or such party executes (or exercises its discretion in executing) orders or other transactions under the Trading Plan in any way.

f. **Plan Specifications; Discretion Regarding Transactions Under the Plan.**

The Trading Plan must authorize the broker or other third party administering the plan to effect the transactions called for by the Executive Trading Plan without any control or influence by the Designated Insider. The Trading Plan must specify the material parameters for the transactions to be effected under the plan. For example, for Good Reason a Trading Plan that will provide for the purchase or sale of stock, the plan must specify the amount of stock to be purchased or sold during specified time periods and the price at which such stock is to be purchased or sold, or the plan may specify or set an objective formula (e.g., stock price thresholds) for determining the price and amount of stock to be purchased or sold during specified time periods. The Compliance Officer may require that the specified time periods contained in your Trading Plan during which sales could occur shall not coincide with the specified time periods in similar Trading Plans adopted by other Designated Insiders (e.g., to avoid a particular part of a quarter when earnings will be released), or make other arrangements (such as sale volume limitations) to avoid a large number of sales occurring simultaneously or to comply with any required Company policy regarding stock ownership.

g. **Only One Plan in Effect at Any Time; Exceptions for Multiple Plans.**

Unless otherwise approved by the Compliance Officer in situations where having multiple plans in place at one time is permissible under the provisions of Rule 10b5-1, a Designated Insider may have only one Trading Plan in effect at any time. However:

- A Designated Insider may adopt a new Trading Plan to replace an existing Trading Plan before the scheduled termination date of such existing Trading Plan so long as the new Trading Plan does not become effective prior to the completion of expiration of transactions under the existing Trading Plan, in all cases consistent with Rule 10b5-1, and the new Trading Plan must comply with the cooling off period and other requirements of this

Agreement shall not be deemed a voluntary termination of employment by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this [Rule 10b5-1 Trading Plan Policy](#).

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Agreement shall be construed • A Designated Insider may have in place an additional Trading Plan in connection with Sell-to-Cover transactions as necessary to limit satisfy tax withholding obligations incident to the vesting of a compensatory award from the Company such as restricted stock, restricted stock units or stock appreciation rights and where the Designated Insider does not control the timing of such sales.

- h. **Limitations on Single Trade Plans.** During any 12-month period, a Designated Insider may only enter into one Trading Plan that is designed to effect the purchase or sale or other transfer of the Executive under the Company's benefit plans, programs or policies except as otherwise provided in Section 8 hereof, and except that the Executive shall have no rights to any severance benefits under any Company severance pay plan, offer letter or otherwise. In the event that the Executive is party to an agreement with total amount of the Company providing Securities covered by the Trading Plan in a single transaction; provided, however, a Designated Insider may have in place an additional non-concurrent single-trade Trading Plan during this same 12-month period in connection with Sell-to-Cover transactions as necessary to satisfy tax withholding obligations incident to the vesting of a compensatory award from the Company, such as restricted stock, restricted stock units or stock appreciation rights and where the Designated Insider does not control the timing of such sales.
- i. **Suspensions.** Each Trading Plan used by a Designated Insider must provide for payments or benefits suspension of transactions under such plan if legal, regulatory or agreement contractual restrictions are imposed on the Designated Insider, or other events occur, that would prohibit transactions under such plan.
- j. **Compliance with Rule 144.** Each Trading Plan used by a Designated Insider must provide for specific procedures to comply with Rule 144 under the Securities Act of 1933, as amended, including the filing of Form 144.
- k. **Broker to Provide Notice of Trades.** For Section 16 officers and members of the board of directors of the Company, each Trading Plan or a related authorization letter must provide that the broker will provide, or the Designated Insider authorizes and directs the broker to provide, notice of any transactions under this Agreement, the terms of this Agreement shall govern Trading Plan to the Designated Insider and the Executive may receive payment Company. Such notice shall be

provided by the broker ideally by the end of day of the transaction but no later than one business day after the day of the transaction.

- l. Insider Obligation to Make Exchange Act Filings.** Each Trading Plan must contain an explicit acknowledgement by such Designated Insider that all filings required by the Exchange Act, as a result of or in connection with transactions under this Agreement only such plan, are the sole obligation of such Designated Insider and not both. Further, Section 5 the Company.
- m. Required Footnote Disclosure.** Designated Insiders (or their authorized attorney-in-fact) must footnote all trades disclosed on Form 144 and Section 6 of this Agreement are mutually exclusive and in no event shall comply with any checkbox requirement on Form 4 to indicate that the Executive be entitled to payments or benefits trades were made pursuant to both Section 5 and Section 6 of this Agreement. a Trading Plan.

19. **Governing Law.** This is a Massachusetts contract Questions regarding this Rule 10b5-1 Trading Plan Policy are encouraged and shall may be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect directed to the conflict of laws principles thereof. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the First Circuit.

20. **Counterparts.** This Agreement Compliance Officer, who may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

[Signature page follows]

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reached at ComplianceOfficer@dynatrace.com.

IN WITNESS WHEREOF, the parties have executed this Agreement effective Amended and restated on the Effective Date.

DYNATRACE LLC

By: /s/ Rick McConnell
Rick McConnell, CEO

DYNATRACE, INC.

By: /s/ Rick McConnell
Rick McConnell, CEO

EXECUTIVE

/s/ Stephen J.
Pace
Stephen J. Pace

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Exhibit A

Restrictive Covenants Agreement

April 25, 2024

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Exhibit10.15EXHIBIT 21.1

FIRST AMENDMENT TO LEASE

FIRST AMENDMENT TO LEASE (the "First Amendment") dated as of this 23rd day of August, 2019 by and between BP RESERVOIR PLACE LLC, a Delaware limited liability company ("Landlord") and DYNATRACE LLC, a Delaware limited liability company ("Tenant").

RECITALS

By Lease dated July 6, 2017 (the "Lease"), Landlord did lease to Tenant and Tenant did hire and lease from Landlord certain premises containing approximately 40,390 square feet of rentable floor area on the first floor Subsidiaries of the building (the "Building") known as and numbered 1601 Trapelo Road, Waltham, Massachusetts (referred to in the Lease as "Tenant's Premises" and "Premises" and hereinafter sometimes referred to as the "Initial Premises").

Landlord and Tenant have agreed to increase the size of the Initial Premises by adding thereto an additional 9,841square feet of rentable floor area (the "Rentable

Floor Area of the First Additional Premises”) located on the first floor of the Building, which space is shown on Exhibit A attached hereto and made a part hereof (the “First Additional Premises”) upon all of the same terms and conditions contained in the Lease except as otherwise provided in this First Amendment.

Landlord and Tenant are entering into this instrument to set forth said leasing of the First Additional Premises and to amend the Lease.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, Landlord and Tenant hereby agree to and with each other as follows:

1. Effective as of the date Landlord delivers the First Additional Premises to Tenant free and clear of all tenants and occupants, which date is estimated to be October 1, 2019, (the “First Additional Premises Commencement Date”), the First Additional Premises shall constitute a part of the “Premises” (and “Tenant’s Premises”) demised to Tenant under the Lease, so that the “Premises” and “Tenant’s Premises” (as defined in Section 1.1 of the Lease), shall include the Initial Premises and the First Additional Premises. By way of example, the option to extend the Term of the Lease contained in Section 9.18 of the Lease shall apply to both the Initial Premises and the First Additional Premises collectively, but not to either space independently.
2. (A) Annual Fixed Rent for the Initial Premises shall continue to be payable during the Original Term as set forth in the Lease.

(B) (i) For the period from the First Additional Premises Commencement Date through the day immediately prior to the earlier of (i) the date Tenant occupies the First Additional Premises for business purposes or (ii) one hundred and twenty (120) days following the First Additional Premises Commencement Date (such earlier date being the “First Additional Premises Rent Commencement Date”), Annual Fixed Rent, operating expenses and real estate taxes shall not be payable for the First Additional Premises,

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provided however, during such period all other terms and conditions of the Lease shall be applicable to the First Additional Premises.

- (ii) Commencing on the First Additional Premises Rent Commencement Date, Annual Fixed Rent shall be payable for the First Additional Premises as follows:

| Time Period | Rate PSF | Annual Rate |
|---|----------|--------------|
| First Additional Premises Rent Commencement Date – September 30, 2020 | \$40.50 | \$398,560.50 |

| | | |
|--------------------------------------|---------|--------------|
| October 1, 2020 – September 30, 2021 | \$41.50 | \$408,401.50 |
| October 1, 2021 – September 30, 2022 | \$42.50 | \$418,242.50 |
| October 1, 2022 – September 30, 2023 | \$43.50 | \$428,083.50 |
| October 1, 2023 – September 30, 2024 | \$44.50 | \$437,924.50 |
| October 1, 2024 – September 30, 2025 | \$45.50 | \$447,765.50 |
| October 1, 2025 – September 30, 2026 | \$46.50 | \$457,606.50 |
| October 1, 2026 – September 30, 2027 | \$47.50 | \$467,447.50 |

(C) Annual Fixed Rent for the Initial Premises and the First Additional Premises during the extension option period (if exercised) shall be as determined pursuant to Section 9.18 of the Lease.

3. With respect to the Initial Premises, Tenant shall continue to make payments with respect to operating expenses, real estate taxes and electricity in accordance with the Lease. With respect to the First Additional Premises and commencing on the First Additional Premises Commencement Date, Tenant shall make payments with respect to the electricity in accordance with the Lease, and commencing on the First Additional Premises Rent Commencement Date, Tenant shall make payments with respect to operating expenses and real estate taxes, but (i) all references in Sections 2.6, 2.7 and 2.8 of the Lease to the "Rentable Floor Area of the Premises" shall be deemed to refer to the "Rentable Floor Area of the First Additional Premises," (ii) "Base Taxes" shall mean Landlord's Tax Expenses for fiscal year 2020 (that is the period beginning July 1, 2019 and ending June 30, 2020) and (iii) "Base Operating Expenses" shall mean Landlord's Operating Expenses for calendar year 2020. Operating expenses and real estate taxes allocable to the First Additional Premises shall be calculated in the same manner as the operating expenses and real estate taxes are allocable to the Initial Premises.
4. Landlord and Tenant acknowledge and agree that the right of first offer contained in Section 9.25 of the Lease applies to the First Additional Premises and the First Additional Premises are the "RFO Premises" thereunder, accordingly, with the leasing of the First Additional Premises pursuant to this First Amendment, Tenant shall have no further right of first offer with respect to the First Additional Premises. Landlord, however, has agreed to provide Tenant with a right of first offer respecting another space in the Building containing 9,631 square feet of rentable floor area on the first floor shown on Exhibit B attached hereto (sometimes, "Replacement RFO Premises") upon all of the same terms and conditions set forth in Section 9.25 of the Lease except that (i) Exhibit B attached hereto shall replace Exhibit D attached to the Lease, (ii) subsection 9.25(F) shall be deleted in its entirety, and (iii) Section 9.25(B) of the Lease shall be deleted in its entirety and replaced with the following:

Definition of RFO Premises: "RFO Premises" shall be defined as the area on the first (1st) floor of the Building located adjacent to the Premises and containing approximately 9,631 rentable square feet, as shown as "RFO Premises" on the plan attached hereto as Exhibit B, when such area becomes Available for Lease, as hereinafter defined during the Term of the Lease. For the purposes of this Section 9.25, the RFO Premises shall be deemed to be "Available for Lease" upon the earlier of (i) December 31, 2020, and (ii) the termination of Landlord's lease with the current tenant of the RFO Premises, Trinet HR Corporation.

5. (A) The First Additional Premises shall be delivered to Tenant broom clean and free of all debris and personal property, other than all wiring and cabling. Landlord shall cause all Building systems serving the First Additional Premises to be in good working order and repair on the Delivery Date, and Landlord hereby represents to Tenant that, as of the execution date of this First Amendment, Landlord has not received written notices from any governmental agencies that the First Additional Premises are in violation of any applicable laws, regulations, bylaws or building codes, the subject of which remains uncured. Except as otherwise set forth in this First Amendment, Tenant agrees to accept the First Additional Premises in "as is" condition and Landlord shall have no obligation to perform any additions, alterations or demolition in the First Additional Premises and Landlord shall have no responsibility for the installation or connection of Tenant's telephone or other communications equipment or systems. Notwithstanding anything contained in this First Amendment to the contrary, Tenant shall have no obligation to remove any Hazardous Materials existing in the First Additional Premises prior to the Delivery Date, and Landlord shall be solely responsible for the costs of removal of the same in accordance with applicable law.

(B) Landlord shall provide to Tenant a special allowance of \$492,050.00 (the "First Amendment Tenant Allowance") to be used and applied by Tenant solely on account of the cost of work performed by Tenant in accordance with the terms of the Lease in the First Additional Premises (the "Tenant's Work"). Provided that Tenant (i) has completed all of such Tenant's Work in accordance with the terms of the Lease, has paid for all of such Tenant's Work in full and has delivered to Landlord lien waivers from all persons who might have a lien as a result of such work, in recordable forms acceptable to Landlord, (ii) has delivered to Landlord its certificate specifying the cost of such Tenant's Work and all contractors, subcontractors and supplies involved with Tenant's Work, together with evidence of such cost in the form of paid invoices, receipts and the like, (iii) has satisfied the requirements of (i) and (ii) above and made request for such payment on or before the date that is three hundred and sixty-five (365) days after the First Additional Premises Rent Commencement Date (the "Allowance End Date"), (iv) is not otherwise in default under the Lease, and (v) there are no liens (unless bonded to the reasonable satisfaction of

Landlord) against Tenant's interest in the Lease or against the Building or the Site arising out of Tenant's Work or any litigation in which Tenant is a party, then within thirty (30) days after the satisfaction of the foregoing conditions, Landlord shall pay to Tenant the lesser of the amount of such costs so certified or the amount of the First Amendment Tenant Allowance. For the purposes hereof, the cost to be so reimbursed by Landlord shall include the cost of the leasehold improvements but not the cost of any of Tenant's personal property, trade fixtures or trade equipment, moving expenses or any so-called soft costs. Notwithstanding the foregoing, Landlord shall be under no obligation to apply any portion of the First Amendment Tenant Allowance for any purposes other than as provided in this Section, nor shall Landlord be deemed to have assumed any obligations, in whole or in part, of Tenant to any contractors, subcontractors, suppliers, workers or materialmen. Further, in no event shall Landlord be required to make

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application of any portion of the First Amendment Tenant Allowance on account of any supervisory fees, overhead, management fees or other payments to Tenant, or any partner or affiliate of Tenant. In the event that such cost of Tenant's Work is less than the First Amendment Tenant Allowance, Tenant shall not be entitled to any payment or credit nor shall there be any application of the same toward Annual Fixed Rent or Additional Rent owed by Tenant under the Lease. Landlord shall be entitled to deduct from the First Amendment Tenant Allowance third party expenses incurred by Landlord to review Tenant's plans and Tenant's Work, (but in no event shall Tenant be required to reimburse Landlord more than \$3,000 for such third-party expenses in connection with such review).

Notwithstanding the foregoing, it is understood and agreed that Tenant may utilize up to a maximum of \$73,807.50 (the "Cap Amount") of the First Amendment Tenant Allowance towards architectural, engineering and telecommunications cabling costs associated with Tenant's Work (the "Special Costs"); provided, however, that the conditions to application of the First Amendment Tenant Allowance set forth above have been satisfied (including, without limitation, the requirement that First Amendment Tenant Allowance be utilized on or before Tenant Allowance End Date) and provided further that, with respect to any Special Costs for which Tenant has directly contracted, Tenant (i) has paid for all of such Special Costs in full and has delivered to Landlord lien waivers from all persons who might have a lien as a result thereof in the recordable forms acceptable to Landlord and (ii) has delivered to Landlord its certificate specifying the cost of such Special Costs, together with evidence of such cost in the form of paid invoices, receipts and the like. Landlord shall pay to Tenant the lesser of the amount of such costs so certified or the Cap Amount within thirty (30) days after the satisfaction of the foregoing conditions.

(C) As soon as may be convenient after the First Additional Premises Commencement Date and the First Additional Premises Rent Commencement Date have been determined, Landlord and Tenant agree to join with each other in the execution of a written Declaration, in the form of Exhibit C attached hereto, in which such First Amendment Additional Premises Commencement Date and the First Additional Premises Rent Commencement Date shall be stated. If Tenant fails to execute such Declaration, the First Amendment Additional Commencement Date and the First Additional Premises Rent Commencement Date shall be as reasonably determined by the project architect in accordance with the terms of this First Amendment.

6. The Number of Parking Privileges provided to Tenant pursuant to Section 1.1 of the Lease is increased as of the First Additional Premises Commencement Date by adding an additional thirty-four (34) spaces thereto, ten (10) of which additional spaces are to be located in the garage below the Building.
7. (A) Tenant warrants and represents that Tenant has not dealt with any broker in connection with the consummation of this First Amendment other than CBRE, Inc. (the "Broker") and in the event any claim is made against Landlord relative to dealings by Tenant with brokers (other than the Broker), Tenant shall defend the claim against Landlord with counsel of Tenant's selection first approved by landlord (which approval will not be unreasonably withheld) and save harmless and indemnify Landlord on account of loss, cost or damage which may arise by reason of such claim.

(B) Landlord warrants and represents that Landlord has not dealt with any broker in connection with the consummation of this First Amendment other than the Broker; and in the event any claim is made against Tenant relative to dealings by Landlord with brokers, Landlord shall defend the claim against Tenant with counsel of Landlord's selection and

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save harmless and indemnify Tenant on account of loss, cost or damage which may arise by reason of such claim.

9. Landlord and Tenant acknowledge that the Tenant Allowance provided in Section 1.3 of Exhibit B-1 to the Lease is no longer applicable and Tenant shall have no further rights thereunder.
10. The parties hereby acknowledge that the leasing of the First Additional Premises to Tenant as provided herein is subject to Landlord and Constant Contact, Inc. ("CTCT"), the existing tenant of the First Additional Premises, entering into an agreement terminating the term of its lease in respect of the First Additional Premises such that the same may be timely delivered to Tenant as provided herein (the "CTCT Termination Agreement"). Therefore, in the event Landlord and CTCT have not entered into the CTCT Termination Agreement in form and substance acceptable to Landlord in its

sole discretion by September 1, 2019, this First Amendment void and without further force and effect and the Lease shall remain in full force and effect.

11. Except as otherwise expressly provided herein, all capitalized terms used herein without definition shall have the same meanings as are set forth in the Lease.
12. Except as herein amended the Lease shall remain unchanged and in full force and effect. All references to the "Lease" shall be deemed to be references to the Lease and as herein amended.
13. The parties acknowledge and agree that this First Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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EXECUTED as of the date and year first above written.

Registrant

Name of Subsidiary

**Jurisdiction of
Incorporation or
Organization**

WITNESS: Dynatrace LLC

Dynatrace International LLC

/s/ Victoria L. Paolino

LANDLORD: Delaware

BP RESERVOIR
PLACE LLC, a
Delaware limited
liability company

By: BOSTON
PROPERTIES
LIMITED
PARTNERSHIP, a
Delaware limited
partnership, its
manager

By: BOSTON
PROPERTIES, Inc., a
Delaware corporation,
its general partner

By: /s/ Patrick
Mulvihill
Name: Patrick
Mulvihill
Title: VP, Leasing

TENANT:

WITNESS:

DYNATRACE LLC

By: /s/ Kevin Burns

Name: Kevin Burns

Title: CFO

(Hereunto Duly
Authorized)

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Exhibit 10.16

SECOND AMENDMENT TO LEASE

SECOND AMENDMENT TO LEASE (the "Second Amendment") dated as of this 16th day of July, 2021 by and between BP RESERVOIR PLACE LLC, a Delaware limited liability company ("Landlord") and DYNATRACE LLC, a Delaware limited liability company ("Tenant").

RECITALS

By Lease dated July 6, 2017 (the "Lease"), Landlord did lease to Tenant and Tenant did hire and lease from Landlord certain premises containing approximately 40,390 square feet of rentable floor area on the first floor of the building (the "Building") known as and numbered 1601 Trapelo Road, Waltham, Massachusetts (referred to in the Lease as "Tenant's Premises" and "Premises" and hereinafter sometimes referred to as the "Initial Premises").

By First Amendment to Lease dated as of August 23, 2019 (the "First Amendment"), Landlord and Tenant increased the size of the Initial Premises by adding thereto 9,841 square feet of rentable floor area (the "Rentable Floor Area of the First Additional Premises") located on the first floor of the Building, which space is shown on Exhibit A attached the First Amendment (the "First Additional Premises") upon the terms and conditions contained in the First Amendment.

Landlord and Tenant have agreed to further increase the size of the Initial Premises by adding thereto an additional 9,631 square feet of rentable floor area (the "Rentable Floor Area of the Second Additional Premises") located on the first floor of the Building, which space is shown on Exhibit A attached hereto and made a part hereof (the "Second Additional Premises") upon all of the same terms and conditions contained in the Lease except as otherwise provided in this Second Amendment.

Landlord and Tenant are entering into this instrument to set forth said leasing of the Second Additional Premises and to amend the Lease.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, Landlord and Tenant hereby agree to and with each other as follows:

1. Effective as of September 1, 2021 (the "Second Additional Premises Commencement Date"), the Second Additional Premises shall constitute a part of the "Premises" (and "Tenant's Premises") demised to Tenant under the Lease, so that the "Premises" and "Tenant's Premises" (as defined in Section 1.1 of the Lease, as amended), shall include the Initial Premises, the First Additional Premises and the Second Additional Premises. By way of examples, (a) the option to extend the Term of the Lease contained in Section 9.18 of the Lease shall apply to the Initial Premises, the First Additional Premises and the Second Additional Premises collectively, but not to any space independently, and (b) the Term of the Lease in respect of the Second Additional Premises shall be coterminous with the Term of the Lease.
2. (A) Annual Fixed Rent for the Initial Premises and the First Additional Premises shall continue to be payable during the Original Term as set forth in the Lease, as amended.

(B) (i) For the period from September 1, 2021 through October 31, 2021, Annual Fixed Rent, operating expenses and real estate taxes shall not be payable for the Second Additional Premises, provided however, during such period all other terms and conditions of the Lease shall be applicable to the Second Additional Premises.

(ii) Commencing on November 1, 2021 (the "Second Additional Premises Rent Commencement Date"), Annual Fixed Rent shall be payable for the Second Additional Premises as follows:

| Time Period | Rate PSF | Annual Rate |
|---------------------------------------|----------|--------------|
| November 1, 2021 – September 30, 2022 | \$42.50 | \$409,317.50 |
| October 1, 2022 – September 30, 2023 | \$43.50 | \$418,948.50 |
| October 1, 2023 – September 30, 2024 | \$44.50 | \$428,579.50 |
| October 1, 2024 – September 30, 2025 | \$45.50 | \$438,210.50 |
| October 1, 2025 – September 30, 2026 | \$46.50 | \$447,841.50 |
| October 1, 2026 – September 30, 2027 | \$47.50 | \$457,472.50 |

(C) Annual Fixed Rent for the Initial Premises, the First Additional Premises and the Second Additional Premises during the extension option period (if exercised) shall be as determined pursuant to Section 9.18 of the Lease.

3. With respect to the Initial Premises and the First Additional Premises, Tenant shall continue to make payments with respect to operating expenses, real estate taxes and electricity in accordance with the Lease, as amended. With respect to the Second Additional Premises and commencing on the Second Additional Premises Commencement Date, Tenant shall make payments with respect to the electricity in accordance with the Lease, and commencing on the Second Additional Premises Rent Commencement Date, Tenant shall make payments with respect to operating expenses and real estate taxes, but (i) all references in Sections 2.6, 2.7 and 2.8 of the Lease to the "Rentable Floor Area of the Premises" shall be deemed to refer to the "Rentable Floor Area of the Second Additional Premises," (ii) "Base Taxes" shall mean Landlord's Tax Expenses for fiscal year 2022 (that is the period beginning July 1, 2021 and ending June 30, 2022) and (iii) "Base Operating Expenses" shall mean Landlord's Operating Expenses for calendar year 2022. Operating expenses and real estate taxes allocable to the Second Additional Premises shall be calculated in the same manner as the operating expenses and real estate taxes are allocable to the Initial Premises and the First Additional Premises.
4. Landlord and Tenant acknowledge and agree that the right of first offer contained in Section 9.25 of the Lease (as amended by Section 4 of the First Amendment) applies to the Second Additional Premises and the Second Additional Premises are the entirety of the "Replacement RFO Premises" thereunder, accordingly, with the leasing of the Second Additional Premises pursuant to this Second Amendment, Tenant shall have no further right of first offer pursuant to Section 9.25 of the Lease except as provided in Section 5(F) hereinbelow.

5. (A) On the conditions (which conditions Landlord may waive by written notice to Tenant at any time) both that at the time that Tenant gives the Expansion Exercise Notice, as hereinafter defined, and as of the Expansion Space Commencement Date, as hereinafter defined: (i) there exists no Event of Default of Tenant (as defined in Section 7.1 of the Lease) after the expiration of any applicable notice and cure period, (ii) the

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Lease is still in full force and effect, and (iii) Tenant has not assigned or sublet in excess of forty percent (40%) of the Rentable Floor Area of the Premises in the aggregate (except for an assignment or subletting permitted without Landlord's consent under Section 5.6 of the Lease), Tenant shall have the one time right to add to the Premises either (x) the entirety of the approximately 28,279 rentable square feet of space on the second floor of the Building shown on Exhibit B attached hereto as the Option Space A ("Option Space A") or (y) the entirety of the approximately 10,000 rentable square feet on the second floor of the Building shown on Exhibit B attached hereto as Option Space B ("Option Space B"), on all of the terms and conditions set forth in the Lease, except as otherwise provided herein.

(B) Tenant may exercise its option to lease such expansion space by giving an unconditional written notice ("Expansion Exercise Notice") to Landlord on or before May 31, 2022 which notice shall indicate if Tenant is exercising its right with respect to Option Space A or Option Space B (the space as to which Tenant so indicates it has exercised its option is hereinafter referred to as the "Expansion Space"). Upon the timely giving of such Expansion Exercise Notice, Landlord shall be deemed to have leased and demised to Tenant, and Tenant shall be deemed to have hired and taken from Landlord, the Expansion Space, without the need for further act or deed by either party, for the Term and upon all of the same terms and conditions of the Lease, except as hereinafter set forth. If Tenant fails timely to give Expansion Exercise Notice as provided herein, Tenant shall have no further right to lease Option Space A or Option Space B pursuant to this Section 5, time being of the essence with respect to Tenant's exercise, and Landlord shall be free to lease Option Space A and Option Space B or any portions thereof upon terms determined by Landlord. Further, if Tenant exercises its right with respect to either Option Space A or Option Space B, except as provided in Section 5(F) below, Tenant shall have no further right hereunder to lease the space as to which Tenant did not exercise and Landlord shall be free to lease such space or any portions thereof upon terms determined by Landlord.

(C) Landlord agrees that it will not enter into any lease(s) or amendments to existing leases respecting Option Space A or Option Space B unless and until Tenant's rights under this Section 5 have lapsed unexercised (i.e., prior to May 1, 2022).

(D) The leasing to Tenant of the Expansion Space shall be upon all the same terms and conditions of the Lease except as follows:

(i) On October 1, 2022 (the "Expansion Space Commencement Date"), the Expansion Space shall be added to and become part of the Premises. The Term of the Lease in respect of the Expansion Space shall be coterminous with the Term of the Lease.

(ii) Payments for Annual Fixed Rent with respect to the Expansion Space shall commence on February 1, 2023 (the "Expansion Space Rent Commencement Date"); provided, however, that commencing on the Expansion Space Commencement Date Tenant shall be required to comply with all other terms and conditions of the Lease (as herein amended) as and at the times provided therein with respect to the Expansion Space.

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(iii) Annual Fixed Rent for the Expansion Space shall be payable as follows:

| Time Period | Rate PSF |
|---------------------------------------|----------|
| October 1, 2022 - January 31, 2023 | \$0 |
| February 1, 2023 - September 30, 2023 | \$43.50 |
| October 1, 2023 - September 30, 2024 | \$44.50 |
| October 1, 2024 - September 30, 2025 | \$45.50 |
| October 1, 2025 - September 30, 2026 | \$46.50 |
| October 1, 2026 - September 30, 2027 | \$47.50 |

(iv) Commencing on the Expansion Space Commencement Date, Tenant shall make payments with respect to operating expenses, real estate taxes and electricity, but as to the Expansion Space (i) all references in Sections 2.6, 2.7 and 2.8 of the Lease to the "Rentable Floor Area of the Premises" shall be deemed to refer to the rentable floor area of the Expansion Space, (ii) "Base Taxes" shall mean Landlord's Tax Expenses for fiscal year 2023 (that is the period beginning July 1, 2022 and ending June 30, 2023) and (iii) "Base Operating Expenses" shall mean Landlord's Operating Expenses for calendar year 2023. Operating expenses and real estate taxes allocable to the Expansion Space shall be calculated in the same manner as the operating expenses and real estate taxes are allocable to the Initial Premises.

(v) The Expansion Area shall be delivered by Landlord and accepted by Tenant "as-is", in its then (i.e., as of the Expansion Space Commencement Date), state of construction, finish and decoration, without any obligation on the part of Landlord to prepare or construct the Expansion Space for Tenant's occupancy; provided; however, that the Expansion Space shall be delivered free and clear of all tenants and occupants and in broom clean and free of all debris and personal property, other than all wiring and cabling, and provided further, that if Tenant exercises its right as to Option Space A then Landlord shall, at its sole cost and expense, perform the work to separately demise such space to incorporate the same into the Premises. The rentable floor area of Option Space A and Option Space B are approximate, and a final determination of the square footage will be made prior to the Expansion Space Commencement Date.

(vi) Landlord shall provide Tenant an allowance equal to the product of (x) \$35.50 and (y) the rentable floor area of the Expansion Space (the "Expansion Space Tenant Allowance") to be used by Tenant solely on account of the cost of work performed by Tenant in accordance with the terms of the Lease in the Expansion Space (the "Expansion Space Work"). All of the terms and conditions contained in Section 6(B) of this Second Amendment shall apply to the Expansion Space Tenant Allowance except that the Allowance End Date (as defined in Section 6(B)) shall be December 31, 2023 and the Cap Amount (as defined in Section 6(B)) shall be equal to fifteen percent of the rentable floor area of the Expansion Space.

(vii) In addition to the Expansion Space Tenant Allowance, Landlord shall provide an allowance equal to the product of (x) \$5.00 and (y) the rentable floor area of the Expansion Space (the "Expansion Space Demolition Allowance") to be used by Tenant solely on account of the cost of demolition work performed by Tenant in accordance with the terms of the Lease in the Expansion Space. All of the terms and conditions contained in Section 6(B) of this Second Amendment

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shall apply to the Expansion Space Demolition Allowance except that the Allowance End Date (as defined in Section 6(B)) shall be December 31, 2023 and no portion of the Expansion Space Demolition Allowance shall be applied to Special Costs (as defined in Section 6(B) of this Second Amendment).

(viii) On the Expansion Space Commencement Date, the Number of Parking Privileges provided to Tenant pursuant to Section 1.1 of the Lease shall be increased by adding 3.5 spaces for each 1,000 square feet of Rentable Floor Area of the Expansion Space (one (1)

per 1,000 of such additional spaces shall be located in the garage below the Building).

(E) Notwithstanding the fact that Tenant's exercise of the above-described expansion option shall be self-executing, as aforesaid, the parties hereby agree promptly to execute a lease amendment reflecting the addition of the Expansion Space upon the terms set forth herein.

(F) Landlord and Tenant acknowledge and agree that Tenant's right of first offer contained in Section 9.25 of the Lease (as amended by Section 4 of the First Amendment) has been deemed satisfied, null and void with Tenant's leasing of the Second Additional Premises hereunder (the Second Additional Premises being the entirety of the "RFO Premises" thereunder). Landlord, however, has agreed to provide Tenant with a right of first offer respecting (i) the approximately 30,000 square feet of rentable floor area on the second floor shown on Exhibit C attached hereto as Option Space C ("Option Space C") if Tenant has exercised its expansion option pursuant to this Section 5 with respect to Option Space A or (ii) the approximately 18,000 square feet of rentable floor area on the second floor shown on Exhibit C attached hereto as Option Space D ("Option Space D") if Tenant has exercised its expansion option pursuant to this Section 5 with respect to Option Space B, upon all of the same terms and conditions set forth in Section 9.25 of the Lease except that (i) the applicable space on Exhibit C attached hereto shall replace Exhibit D attached to the Lease, (ii) subsection 9.25(F) shall be deleted in its entirety, and (iii) Section 9.25(B) of the Lease shall be deleted in its entirety and the "RFO Premises" shall be defined as either Option Space C or Option Space D, as applicable pursuant to the terms of this Section 5(F) and the RFO Premises shall be deemed to be "Available for Lease" upon the expiration or termination of Landlord's lease with the current tenant of the RFO Premises, Constant Contact, Inc.

6. (A) The Second Additional Premises shall be delivered to Tenant on the Second Additional Premises Commencement Date (i) free and clear of all tenants and occupants, (ii) in broom clean and free of all debris and personal property, other than all wiring and cabling and (iii) with all building systems serving the Second Additional Premises in good working condition.

(B) Landlord shall provide to Tenant a special allowance of \$433,395.00 (the "Second Amendment Tenant Allowance") to be used and applied by Tenant solely on account of the cost of work performed by Tenant in accordance with the terms of the Lease in the Second Additional Premises (the "Tenant's Work"). Provided that Tenant (i) has completed all of such Tenant's Work in accordance with the terms of the Lease, has paid for all of such Tenant's Work in full and has delivered to Landlord lien waivers from all persons who might have a lien as a result of such work, in recordable forms acceptable to Landlord, (ii) has delivered to Landlord its certificate specifying the cost of such Tenant's Work and all contractors, subcontractors and supplies involved with Tenant's Work, together with evidence of such cost in the form of paid invoices, receipts and the like, (iii) has satisfied the requirements of (i) and (ii) above and made request for such payment on or before December 31, 2022 (the "Allowance End Date"), (iv) there exists no Event of

Default of Tenant under Section 7.1 of the Lease, and (v) there are no liens (unless bonded to the reasonable satisfaction of Landlord) against Tenant's interest in the Lease or against the Building or the Site arising out of Tenant's Work or any litigation in which Tenant is a party, then within thirty (30) days after the satisfaction of the foregoing conditions, Landlord shall pay to Tenant the lesser of the amount of such costs so certified or the amount of the Second Amendment Tenant Allowance. For the purposes hereof, the cost to be so reimbursed by Landlord shall include the cost of the leasehold improvements but not the cost of any of Tenant's personal property, trade fixtures or trade equipment, moving expenses or any so-called soft costs (except for the Special Costs allowed below). Notwithstanding the foregoing, Landlord shall be under no obligation to apply any portion of the Second Amendment Tenant Allowance for any purposes other than as provided in this Section, nor shall Landlord be deemed to have assumed any obligations, in whole or in part, of Tenant to any contractors, subcontractors, suppliers, workers or materialmen. Further, in no event shall Landlord be required to make application of any portion of the Second Amendment Tenant Allowance on account of any supervisory fees, overhead, management fees or other payments to Tenant, or any partner or affiliate of Tenant. In the event that such cost of Tenant's Work is less than the Second Amendment Tenant Allowance, Tenant shall not be entitled to any payment or credit nor shall there be any application of the same toward Annual Fixed Rent or Additional Rent owed by Tenant under the Lease. Landlord shall be entitled to deduct from the Second Amendment Tenant Allowance third party expenses incurred by Landlord to review Tenant's plans and Tenant's Work, (but in no event shall Tenant be required to reimburse Landlord more than \$3,000 for such third-party expenses in connection with such review).

Notwithstanding the foregoing, it is understood and agreed that Tenant may utilize up to a maximum of \$65,009.25 (the "Cap Amount") of the Second Amendment Tenant Allowance towards architectural, engineering, design and telecommunications cabling costs associated with Tenant's Work (the "Special Costs"); provided, however, that the conditions to application of the Second Amendment Tenant Allowance set forth above have been satisfied (including, without limitation, the requirement that Second Amendment Tenant Allowance be utilized on or before Tenant Allowance End Date) and provided further that, with respect to any Special Costs for which Tenant has directly contracted, Tenant (i) has paid for all of such Special Costs in full and has delivered to Landlord lien waivers from all persons who might have a lien as a result thereof in the recordable forms acceptable to Landlord and (ii) has delivered to Landlord its certificate specifying the cost of such Special Costs, together with evidence of such cost in the form of paid invoices, receipts and the like. Landlord shall pay to Tenant the lesser of the amount of such costs so certified or the Cap Amount within thirty (30) days after the satisfaction of the foregoing conditions.

7. (A) The Number of Parking Privileges provided to Tenant pursuant to Section 1.1 of the Lease is increased as of the Second Additional Premises Commencement Date by adding an additional thirty-four (34) spaces thereto, seventeen (17) of which additional spaces are to be located in the garage below the Building.

(B) In addition, in the event Constant Contact, Inc. including its successor or assign following its acquisition by Endurance International, Inc. ("Constant Contact") no longer leases any portion of the second floor of the Building, or in the event that the rentable square footage leased to Constant Contact is less than the Rentable Floor Area of the Premises (including all expansion spaces rented to Tenant), then the Number of Parking Privileges provided to Tenant pursuant to Section 1.1 of the Lease shall be increased by the product of (i) the Rentable Floor Area of the Premises and (ii) .3 spaces (to a ratio of

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3.8 per 1,000 square feet of Rentable Floor Area, all of which additional spaces be surface parking.

8. (A) Tenant warrants and represents that Tenant has not dealt with any broker in connection with the consummation of this Second Amendment other than CBRE, Inc. (the "Broker") and in the event any claim is made against Landlord relative to dealings by Tenant with brokers (other than the Broker), Tenant shall defend the claim against Landlord with counsel of Tenant's selection Second approved by landlord (which approval will not be unreasonably withheld) and save harmless and indemnify Landlord on account of loss, cost or damage which may arise by reason of such claim.

(B) Landlord warrants and represents that Landlord has not dealt with any broker in connection with the consummation of this Second Amendment other than the Broker; and in the event any claim is made against Tenant relative to dealings by Landlord with brokers, Landlord shall defend the claim against Tenant with counsel of Landlord's selection and save harmless and indemnify Tenant on account of loss, cost or damage which may arise by reason of such claim.

9. Landlord and Tenant acknowledge that the First Amendment Tenant Allowance provided in Section 5 of the First Amendment is no longer applicable and Tenant shall have no further rights thereunder.
10. Except as otherwise expressly provided herein, all capitalized terms used herein without definition shall have the same meanings as are set forth in the Lease.
11. Except as herein amended the Lease shall remain unchanged and in full force and effect. All references herein to the "Lease" shall be deemed to be references to the Lease as amended by the First Amendment and as herein amended.

12. The parties acknowledge and agree that this Second Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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EXECUTED as of the date and year first above written.

LANDLORD:

BP RESERVOIR PLACE LLC, a
Delaware limited liability company

By: BOSTON PROPERTIES LIMITED
PARTNERSHIP, a Delaware limited
partnership, its manager

By: BOSTON PROPERTIES, Inc., a
Delaware corporation, its general partner

By: /s/ Patrick Mulvihill
Name: Patrick Mulvihill
Title: SVP

TENANT:

DYNATRACE LLC

By: /s/ Kevin Burns

Name: Kevin Burns

Title: CFO

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FINAL VERSION 29 March 2023

Exhibit 10.18

S U P P L E M E N T A R Y A G R E E M E N T

to the lease of 28 March 2017

entered into between

Neunteufel GmbH
FN 131077 k
Zollamtstraße 7
4020 Linz

hereinafter referred to as "Landlord",
as party of the first part,

and

Dynatrace Austria GmbH
FN 91482 h
Am Fünfundzwanziger Turm 20, 4020 Linz

hereinafter referred to as "Tenant",
as party of the second part.

A. RECITALS

1. On 28 March 2017, the Landlord and the Tenant entered into a lease, which is an integral part of this Supplementary Agreement (Annex .1; hereinafter referred to as the "Lease") relating to the Lease Object specified in more detail in Clause I. of the Lease (office and commercial building at the property address 4020 Linz, Am Fünfundzwanziger Turm 20).

The Tenant now requires additional office premises in Linz. The Landlord and the Tenant therefore agree to extend the building (the Lease Object) by adding the extension (hereinafter the "Extension") described in Annex .2, which forms an integral part of this Supplementary Agreement. With a view to realising the Extension, the Landlord has already acquired, in a sale and purchase agreement of 2 June 2021, plots nos. 1172/4, 1172/16, 1174/42, each currently located within property folio number [EZ] 1673, registered in the land register for 45204 Lustenau, as well as, in a sale and purchase agreement of 16 November 2022, plot no. 1174/48, currently located within EZ 1451, registered in the land register for 45204 Lustenau; in addition, it will be necessary to acquire plot no. 1154/4, currently located within EZ 541, registered in the land register for 45204 Lustenau, from the City of Linz (hereinafter referred to as "Road"). Plots nos. 1172/4, 1172/16, 1174/42, 1174/48 and 1154/4 shall hereinafter be jointly referred to as "Extension Plots". The Extension Plots shall subsequently be registered under EZ 1671 in the land register for 45204 Lustenau to form a single building site.

2. The additions and/or amendments to the Lease made necessary by the extension of the Lease Object are regulated in this Supplementary Agreement (Clause B). Amendments and/or additions to the original contract text are shown underlined and in Italics, text parts that have been deleted in their entirety are shown as struck-through. All other provisions of the Lease which are not affected by the Supplementary Agreement shall remain in full force and effect and shall be applicable to the Lease now including the Extension. For the avoidance of doubt, the

definitions of terms set out in the Lease shall equally apply to this Supplementary Agreement.

3. It is noted further that the building will, after the structural enlargement described herein, continue to form a single stand-alone structure together with the Extension, which was/will be erected specifically for the Tenant and to the Tenant's specifications and apart from which there are no further premises amenable to being leased separately and on their own.

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FINAL VERSION 29 March 2023

For this reason, the Lease does not fall within the scope of applicability of the Austrian Tenancy Act [*Mietrechtsgesetz/MRG*].

B. ADDITIONS / AMENDMENTS

1. **I. LEASE OBJECT:** Under "Clause I.A) Renting of office space", paragraph (1) shall be revised and another paragraph shall be added to paragraph (1) so that Clause I.A) (1) shall read as follows:

"(1) The Landlord shall let and the Tenant shall rent

- the Lease Object shown in the Plan (Annex .A), which forms an integral part of this Lease, located in the office building in 4020 Linz, Am Fünfundzwanziger Turm 20. The Lease Object consists of the office premises located on the ground floor as well as on floors 1 to 6 above-ground (hereinafter also referred to as "Office Part"), comprising a total leased area of approximately 8,969m² (ground floor approx. 1,022m², floors 1 to 6 above-ground each approx. 1,100m², balcony areas approx. 1,100m², bicycle storage room approx. 207m², cloakroom/basement approx. 40m²).

- the Extension described in more detail in Annex .J2, consisting of the office premises located on the ground floor as well as on floors 1 to 6 above-ground (hereinafter also referred to as "Office Part"), comprising a total leased area of approximately 17,407 m² (floors 1 to 6 above-ground in total approx. 16,000 m², terrace and outdoor spaces approx. 1,368 m², bicycle storage area approx. 39 m² on floor 1 below ground, basement premises approx. 0 m², including, without limitation, the campus kitchen, as well as 79 parking spaces in the underground car park on floor 1 below-ground).

The Parties to the Agreement mutually declare their willingness to accept the Agreement and note that the Lease Object forms a single stand-alone structure which was/will be erected specifically for the Tenant and to the Tenant's specifications and apart from which there are no further premises amenable to being leased separately and on their own. For this reason, the Lease does not

fall within the scope of applicability of the Austrian Tenancy Act [Mietrechtsgesetz/MRG].“

2. **I. LEASE OBJECT:** Under “Clause I.A) Renting of office space”, another paragraph shall be added to paragraph (3) so that Clause I.A) (3) shall read as follows:

“(3) The agreed fixtures and furnishings of the Lease Object and the property as a whole shall be derived from the Building Project and Fixtures Specification (Annex./B), and with respect to the Extension, from Building Project and Fixtures Specification II (Annex ./3), unless variations therefrom are agreed in a Change of Deliverables Form (Annex ./F). Structural alterations to the building as a result of the erection of the Extension are listed in the List of Alterations. The Building Project and Fixtures Specifications (Annex ./B, Annex ./3), the Change of Deliverables Forms, and the List of Alterations each form an integral part of this Lease and constitute, taken as a whole, the Building Project and Fixtures Specification within the meaning of this Lease. The Landlord shall obtain certification by ÖGNI, the Austrian Sustainable Building Council, (or similar) for the Extension.”

“(4) In the event that the size of such areas deviates by more than +/- 3% from what has been agreed under (1) once the building has been completed, the rent charges shall be adjusted proportionally (according to Annex ./4 exemplary calculation).

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3. **I. LEASE OBJECT:** Under “Clause I. B) Renting of car parking spaces in the underground car park”, a sentence shall be inserted into paragraph (1), so that Clause I.B) (1) shall read as follows:

“(1) In addition, the Lease shall include

- the approximately 80 underground parking spaces, as marked out in Annex ./C, in the one-storey underground car park as set out in Annex ./C, with a total area of approx. 2,331.40m² (hereinafter referred to as the “Car Park”).

- the parking spaces marked out in the one-storey underground car park below the Extension.

The Tenant shall have the right to park vehicles there. Vehicles within the meaning of this Agreement shall be understood to include motorised vehicles of the sedan/saloon/station wagon type and motorcycles as defined in the Austrian Motorised Vehicles Act of 1967 [Kraftfahrgesetz/KFG]. The parking and storing of any other types of vehicles shall require the written approval of the Landlord. The Landlord shall provide cable ducts for the installation of charging stations for electric vehicles for the parking spaces located in the underground car park as well as for

those planned to be provided in the open-air parking area. The Tenant shall have the right to set up and operate, at its own risk and expense, the necessary power supply equipment and facilities."

4. **I. LEASE OBJECT:** Under Clause "I. C) General provisions for the Lease Object defined in I. A) and B)", paragraph (1) shall be amended so that Clause I. C) (1) shall read as follows:

"(1) The subject matter of this Lease shall be the premises located on the interior of the Lease Object, as well as those outdoor spaces that are marked out in the attached plans (Annex .1A and Annex./2)., each of which forms an integral part of this Agreement."

5. **I. LEASE OBJECT:** Under Clause "I. C) General provisions for the Lease Object defined in I. A) and B)", paragraph (2) shall be amended so that Clause I. C) (2) shall read as follows:

"(2) The condition of the Lease Object shall be in conformity with the requirements imposed by the building authority as a condition for granting the permit for use as an office or commercial building including an underground car park and with the Building Project and Fixtures Specification."

6. **II. TERM OF LEASE:** "Paragraph (1)" shall be amended so that Clause II. (1) shall read as follows:

"(1) The Lease shall commence on 1 July 2019 and shall be concluded for an indefinite period of time.

7. **II. TERM OF LEASE:** "Paragraph (2)" shall be amended so that Clause II. (2) shall read as follows:

"(2) The Lease may be terminated with effect from 30 June of any given calendar year, by the Landlord giving three years' notice, and by the Tenant giving two years' notice. The notice of termination shall be given by means of a registered letter, the postmark date being the relevant date for compliance with the respective deadline."

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8. **II. TERM OF LEASE:** "Paragraph (3)" shall be amended so that Clause II. (3) shall read as follows:

"(3) The Landlord shall waive the right to terminate the lease by giving notice [ordentliche Kündigung] with effect from before 30 June 2037. As of handover of the Extension, the Landlord shall waive the right to terminate the Lease by giving notice for a period of twenty (20) years (i.e. the Landlord cannot, for example if the Extension is handed over on 31 March 2026, terminate the

Lease, if complying with the rules for termination date and period of notice, any earlier than with effect as of 30 June 2049)."

9. II. TERM OF LEASE: "Paragraph (4)" shall be amended so that Clause II. (4) shall read as follows:

"(4) The Tenant shall waive the right to terminate the lease by giving notice [ordentliche Kündigung] with effect from before 30 June 2029. As of handover of the Extension, the Tenant shall waive the right to terminate the lease by giving notice for a period of eight (8) years (i.e. the Tenant cannot, for example if the Extension is handed over on 31 March 2026, terminate the Lease, if complying with the rules for termination date and period of notice, any earlier than with effect as of 30 June 2036)."

10. II. TERM OF LEASE: "Paragraph (9)" shall be amended so that Clause II. (9) shall read as follows:

"(9) The Landlord undertakes to hand over the Lease Object to the Tenant by 31 March 2026. Should the Lease Object not have been handed over to the Tenant by 31 March 2026 at the latest, the Landlord undertakes to pay a contract penalty (liquidated damages), regardless of fault, in the amount EUR 166,666 for each and every month or part thereof by which such handover is delayed before 30 June 2026, hence a maximum total of EUR 500,000. In case the Extension is not handed over by 30 June 2026 at the latest, the Landlord undertakes to pay a contract penalty, regardless of fault, in the amount of three times the monthly gross rent agreed for the Extension for each and every month by which such handover is delayed after 30 June 2026, or, on a pro-rata basis for each and every day of such delay.

This contractual penalty shall be deemed to settle all claims the Tenant may have for default, on any legal ground whatsoever.

However, if handover is delayed for more than nine months after 30 June 2026, the Tenant shall have the right to withdraw from this Supplementary Agreement with immediate effect, but may, instead of withdrawing from the Agreement, also insist on the Agreement being fulfilled and payment of the contract penalty being continued. The amount of contract penalty having accrued until such withdrawal shall remain unaffected by the Tenant's withdrawal from the Agreement, if any. The Tenant shall not assert any further claims against the Landlord, on any legal grounds whatsoever, for delayed handover of the Extension. The contract penalties shall be due and payable immediately after the respective default event has occurred. All contract penalties shall be due to pay by the 5th of each month, in the full amount that they are due at this point of time.

The handover may also take place before 31 March 2026 if the Parties so agree.

With the Landlord's approval, the Tenant may also use the Extension already before handover for the purpose of finalisation

FINAL VERSION 29 March 2023

11. III. RENTAL CHARGES: A paragraph shall be added to “Paragraph (2)” so that Clause III. (2) shall read as follows:

“(2) The monthly net rent shall amount to

Ground floor 1,022 m² EUR 159,432.00 per year
 6 above-ground floors 1,100 m² each EUR 1,029,600.00
 per year
 Balcony areas approx. 1,100 m² EUR 56,760.00 per year
 80 underground car park EUR 80 each EUR 76,800.00 per year
 parking spaces
 10 open-air parking spaces EUR 45 each EUR 5,400.00 per year
 1 bicycle storage room 207 m² EUR 12,420.00 per year
 Cloakroom/basement 40 m² EUR 6,240.00 per year

The monthly net rent for the Extension shall amount to

Ground floor to floor 6 above-ground EUR 18.90/m²

Basement rooms EUR 18.90/m²

Balcony areas and terrace areas

EUR 6.00/m²

Bicycle storage room or area/

parking area for motorcycles EUR 7.20/m²

79 underground car park parking spaces EUR 115.00
 each

The obligation to pay the share of rent attributable to the Extension
 shall commence two months after handover of the Lease Object.”

12. III. RENTAL CHARGES: “Paragraph (3)” shall be amended so that Clause III. (3) shall read as follows:

“(3) Total annual rent for the Lease Object enlarged by the Extension derives from the sum total of the rent charged so far for the Lease Object (with due consideration of indexation as applied so far) and the rent for the Extension, which shall be assessed based on the leased area determined with final effect in line with the principles set out in Clause I. (2). and shall be charged in twelve equal monthly instalments ~~of EUR [...]~~ plus statutory VAT and shall be payable in advance on the first day of each and every month into an account to be indicated by the Landlord with a 5-day grace period. The obligation to pay the rent plus statutory VAT shall commence upon handover of the Lease Object.”

13. III. RENTAL CHARGES: “Paragraphs (4) and (7)” shall be amended so that Clause III. (7) shall read as follows:

“(4) The agreed rent shall be subject to indexation. Indexation is currently based on the 2015 Consumer Price Index as published monthly by Statistics Austria, a public law agency, the baseline for such indexation being the index figure published in the month in which handover of the Lease Object takes place, and for the Extension in the month in which handover of the Extension takes place.

(7) The Landlord shall have the right to claim from the Tenant any amounts resulting from any such index adjustment also retroactively, within the given period of limitation. Failure to calculate or collect the adjustment amount shall, regardless of the duration of such failure, not be deemed a waiver; a waiver of the application of the indexation agreement shall have to be made in writing to have legal effect. It is

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agreed by mutual consent that the rent shall not fall below the contractually agreed net rent ~~of EUR [...]~~.”

14. IV. OPERATING AND SERVICE CHARGES: “Bullet points three and five in Paragraph (2) shall be amended so that Clause IV. (2) shall read as follows:

“(2) The costs listed in Sections 21 to 24 MRG plus the expenditures which are typically required for the proper operation of the entire property shall be charged to the Tenant under the heading of operating and service charges. Consequently, operating and service charges shall include, without limitation, the expenditures, costs and services listed below:

- Property taxes; public taxes and levies; water and sewage charges (but not the respective link-up fees); as well as the usage charges for the general parts of the entire property, and premium payments for fire, liability, escape of water damage, glass breakage and storm damage insurance.
- All expenditures necessary for the maintenance, repair and operation of the entire property and the associated spaces and facilities, unless the specific maintenance and repair obligation is incumbent upon the Landlord under Clause VI.3.
- Costs for chimney sweeping; drain and sewer cleaning; pest control and removal of rubbish outside regular refuse collection services; the costs of 230 Volt and three-phase alternating current; operating costs for an emergency power system, if any; irrigation and drainage; cleaning of pavements and outdoor spaces; regular cleaning ~~of the common parts~~ of the property; as well as operating and maintenance costs for doorbell and intercom systems and fire extinguishing equipment.

- Costs for the operation of the underground car park; maintenance of electricity lines, water pipes and elevators; maintenance of the green spaces and gardens, including, without limitation, maintenance and upkeep of existing trees including tree maintenance and pruning; fences; technical facility management; doorman and security services, if any; cleaning; snow removal and gritting; refuse collection and waste disposal, including special waste and waste paper; as well as of complying with instructions from public authorities in respect of nuisances.
- Costs for service companies employed to provide maintenance for facilities, if any, and on-call services; and the costs for property management in a reasonable amount. If the Tenant does not use ~~common~~ facilities, this shall not release the Tenant from the obligation to pay ~~the respective pro rata amount of~~ the corresponding costs."

15. IV. OPERATING AND SERVICE CHARGES:"Paragraph (6)" shall be amended so that Clause IV. (6) shall read as follows:

"(1) The Tenant undertakes to make, for the Lease Object as defined in Clause I. A) "Office Part", monthly on-account payments for operating and service charges in the amount of currently EUR 3.00/m² (in words: EURO threeper square metre) of leased space, and, for the Lease Object as defined in Clause I. B) - Parking Spaces, monthly on-account payments in the amount of EUR 15.00/parking space (in words: EURO fifteenper underground car park parking space), plus statutory VAT, such amounts being charged at the same time as the rent. As of handover of the Extension, the operating and service costs for the entire building, including the Extension, will be calculated and charged to the Tenant in one single invoice."

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16. V. HANDOVER, SUBLETTING "Paragraph (1)" shall be amended so that Clause V. (1) shall read as follows:

“(1) The Tenant shall be allowed to sublet the Lease Object for office use purposes and shall not require any separate approval by the Landlord, provided that the Tenant notifies the Landlord in writing, two weeks before entering into such sublease, of its intention to sublet the Lease Object, indicating the name of the subtenant, the scope of the sublease object, the term of the sublease, and the purpose of use for which the subtenant leases the sublease object. Subletting that precludes the Landlord's opting for VAT liability as regulated in Clause III. (8) shall be inadmissible. The Tenant may sublet (for a consideration) or make available for use (for a consideration) the rooms designated for events and seminars for the hosting of events and seminars. Furthermore,

the Tenant may sublet (for a consideration) or make available for use (for a consideration) parts of the Lease Object to food and beverage suppliers and cafeteria operators for the purposes of providing staff with food and beverages (e.g., kitchen, barista station). For the avoidance of doubt, the transfer of the lease title to third parties shall require the Landlord's approval. Any subleases or transfer of usage rights must be time-limited in line with the term of the head lease. The Tenant shall ensure that any subleases or usage rights will end no later than when the head lease ends (on whatever legal ground) and undertakes to fully indemnify the Landlord and hold it harmless in this respect."

17. **VI. USE, MAINTENANCE:** "Paragraph (9)" shall be amended so that Clause VI. (9) shall read as follows:

"(9) The Tenant must reasonably tolerate work that is necessary for or conducive to the conservation of the entire building plus outdoor spaces ~~or specific Lease Objects~~ and shall not have the right to derive legal consequences, reduce the rent, exercise a right of retention or claim damages because of such work or a temporary disruption or a temporary outage or malfunctions of building services, including, without limitation, water supply, malfunctions in gas and electricity lines, sewers, power and water mains, etc., as long as the Landlord successfully remedies the malfunction or outage within a reasonable period of time and the Landlord did not, through gross negligence, cause the malfunction or outage or the malfunction or outage occurred due to force majeure. The Landlord undertakes to carry out repair work as promptly and smoothly as possible, with special consideration for the Tenant's ongoing business operations. It shall be agreed that the heating and cooling system cannot be definitively adjusted for seasonal conditions during ongoing operation before the first full year of use has been completed and that the Tenant will therefore not assert any claims for rent reduction based on adjustment work to the heating and cooling system during that time."

18. **VII. STRUCTURAL ALTERATIONS:** "Paragraph (4) and Paragraph (7)" shall be deleted in its entirety.

19. **VII. STRUCTURAL ALTERATIONS:** "Paragraph (5)" shall be amended so that Clause VII. (5) shall read as follows:

"(5) The Tenant shall have the right, having obtained the Landlord's prior consent, to affix or mount lettering/advertisement signs/advertisements to an extent corresponding to common practice, including, without limitation, on the roof of the building; ~~provided, however, that this shall be aligned with the interests of the other users of the building.~~ The Landlord must not withhold its consent as long as the extent of such lettering/advertisement signs/advertisements remains within the range of what is common local practice. The cost of setting up, operating, maintaining, removing (for instance in the event of refurbishment work) and of restoring to their original condition the areas used for this purpose, at lease end, shall be borne in full by the Tenant.

Such lettering shall in any event be removed by the Tenant at lease end.”

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20. XI. RETURN OF THE LEASE OBJECT: “Paragraph (1)” shall be amended so that Clause XII. (1) shall read as follows:

“(1) Upon termination of the lease, the lease object shall be cleared and cleaned in a proper condition, taking into account normal wear and tear. Structural alterations to the lease object that are permanently connected to the building and were

a) facilitated without prior written consent by the Landlord are by choice of the Landlord either (i) to remain within the lease object and are returned to the Landlord without any compensation to be paid to the Tenant or (ii) shall be removed by the Tenant at their own expense, thus restoring the original condition of the lease object.

b) facilitated with prior written consent by the Landlord, are returned to the Landlord without any compensation to be paid to the Tenant; the Landlord may also demand their removal at the risk and expense of the Tenant, in case harmful or otherwise dangerous substances (such as environment-endangering) are contained within the structural alterations that are non-permissible at the time of termination.

Regarding all building modifications and fixtures contained in this Agreement including its Annexes as well as the actual standard at the time of handover, explicit consent by the Landlord shall be deemed given. There shall not be any obligation for the Tenant to dismantle or deconstruct any items already built in at the time of handover.

The Tenant shall have the right to facilitate final configuration of the lease object at various stages and step-by-step over the course of the lease agreement, as long as they are not to be facilitated by the Landlord and no additional costs for the Landlord arise. The Tenant shall make no claims or demands against the Landlord, in particular Tenant's obligations under Sections III. and IV. are not affected.

21. XII. SECURITY: “Paragraph (1)” shall be amended so that Clause XII. (1) shall read as follows:

“(1) The Tenant shall, upon conclusion of the Agreement, pay a deposit in the amount of three times the monthly gross rental charges, hence currently an amount of EUR 451,348.00 (in words: EURO four-hundred-and-fifty-one-thousand-three-hundred-and-forty-eight-point-zero) in the form of an abstract bank guarantee issued by an Austrian bank which can be drawn down on first demand and whose term corresponds to the term of this Agreement plus three months. The Tenant shall, no later than upon handover of the Extension, concurrently with the return of the aforementioned bank guarantee, provide an abstract bank guarantee issued by an Austrian bank which can be drawn down

on first demand and whose term corresponds to the earliest possible termination date of this Lease plus three months, in the amount of three times the monthly gross rental charges as applicable as of handover (for the Lease Object as set out in Clauses I.A) and I.B). Should this Lease be continued beyond such date, the Tenant must, within 14 days of having been requested to do so by the Landlord, provide a new bank guarantee with a term of three years which corresponds to the terms and conditions of the aforementioned one. The Landlord shall have the right to submit such request to the Tenant three months prior to the expiry of the first guarantee. This procedure shall be adhered to for any further expiring bank guarantee for as long as the Lease is in effect so that the Landlord shall have a security as set out in this provision throughout the entire term of the Agreement."

22. XII. SECURITY: "Paragraph (4)" shall be amended so that Clause XII. (4) shall read as follows:

"(4) If the Tenant's actions induce the Landlord to make use of the deposit, the Tenant must replenish it, at the Landlord's request, within no longer than 14 days in the form of a cash deposit or present to the Landlord a new bank guarantee in the

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agreed amount (three times the monthly gross rental charges applicable at the time)."

23. XII. SECURITY: "Paragraph (6)" shall be amended so that Clause XII. (6) shall read as follows:

"(6) The Tenant shall present to the Landlord a bank guarantee for USD 11,300,000 for the purpose of securing all claims the Landlord may have against the Tenant under this Agreement. The Landlord undertakes to return such bank guarantee to the Tenant once all conditions precedent (Clause C.1 of this Supplementary Agreement) have been fulfilled, but not before 1 April 2023. Irrespective of the above, the Tenant shall present, at the Landlord's first demand, an enforceable guarantee, unlimited in time, issued by the Tenant's parent company for the same purpose in the same amount in USD if the figures in the Tenant's most recent audited annual financial statements fall below the thresholds stated below or one of the events stated below occurs, failing which the Landlord shall have the right to terminate the lease immediately for cause (Clause II. (5) of this Agreement).

Thresholds:

- Equity ratio below 25% (shareholders' equity pursuant to Section 224 (3 A.) of the Austrian Business Code [Unternehmensgesetzbuch/UGB] as set out in the audited

annual financial statements / Total equity and liabilities pursuant to Section 224 (3) UGB as set out in the audited annual financial statements).

- Negative earnings before taxes in two consecutive years (earnings before taxes pursuant to Section 231 (2) (17) UGB as set out in the audited annual financial statements).
- Number of employees below 450 (average number of employees pursuant to Section 237 (1) (6) UGB as set out in the audited annual financial statements).

The Tenant shall be under the obligation to present to the Landlord audited annual financial statements every year no later than nine months after the balance sheet date. If these annual financial statements are not presented in spite of a grace period of one month having been set, the respective figures shall be deemed to have fallen short of the thresholds defined above. In the event that these thresholds are met or complied with again in two consecutive years, the guarantee shall be returned to the Tenant. The Landlord shall be under the obligation to return said guarantee to the Tenant no later than when all leases the guarantee is designed to secure have ended and the Lease Objects have been properly handed back to the Landlord and provided that the Landlord has no unsettled or disputed claims for amounts receivable against the Tenant."

24. "XVII. Right of rescission" shall be deleted in its entirety.

25. "XVIII. REGISTRATION OF TITLE, CONSENT TO REGISTRATION IN THE LAND REGISTER"

The Landlord, Neunteufel GmbH, herewith explicitly and irrevocably consents that, based on this Supplementary Agreement to the Lease of 28 March 2017, the lease title as set out in the Lease of 28 March 2017 and in this Supplementary Agreement to the Lease of 28 March 2017, be registered, for the benefit of the Tenant, Dynatrace Austria GmbH, in the Charges Sheet (C Sheet) of the land register for the properties [properties].

The Parties instruct and empower Bruckmüller RechtsanwaltsGmbH, company register no. 233957f, Landstraße 50, 4020 Linz, to carry out the registration of the lease title [Bestandrecht] in the land register after handover and authorise the same to make any and all statements and declarations in its name, including, without limitation, those needed to complete the registration in the land register, granting the same general and unlimited power of attorney in this context.

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Furthermore, the Parties empower Bruckmüller RechtsanwaltsGmbH, company register no. 233957f, Landstraße 50, 4020 Linz, to make amendments or additions and/or supplements to this public document to the extent as may be required to complete the registration in the land

register, and to sign the same with legal effect for all Parties on their behalf either in simple or in notarised form.

All costs in regard to the registration in the land register shall be borne by the Tenant.

- (4) The Parties mutually declare their willingness to accept the Agreement in respect of the amendments agreed in this subclause B.

C. TRANSITIONAL PROVISIONS

1. The coming into legal effect of the ADDITIONS / AMENDMENTS made under B. shall be subject to the conditions precedent that

all the zoning decisions and official permits and approvals necessary for erecting the Extension will have been obtained with final legal effect; and

plot no. 1154/4, located within EZ 541, registered in the land register for 45204 Lustenau, Linz district court, will have been acquired by the Landlord for no consideration from the City of Linz.

2. Should these conditions precedent not have been fulfilled by 30 September 2023 at the latest, this Supplementary Agreement shall become null and void. In such an event, the Landlord undertakes to refund to the Tenant, by 15 October 2023, half of the stamp duties paid for setting up this Supplementary Agreement under the Austrian Fees Act [*Gebührengesetz*]. Should the condition precedent as set out in Clause C. (1), second indent, have been fulfilled in due time, the Landlord shall have the right to waive, by means of a unilateral declaration made prior to 30 September 2023, compliance with the condition precedent as set out in Clause C. (1), first indent, thereby making this Agreement come into legal effect.
3. Unless non-compliance with the conditions precedent as set out in paragraph 1 is attributable to gross fault on the part of one of the Parties, each Party shall bear the cost incurred by it up to such date (with the exception of stamp duties). In such an event, the Parties shall also waive the right to assert claims for damages and/or other legal claims against one another.
4. The Tenant shall have the right to withdraw from this Supplementary Agreement by no later than 31 March 2023 giving notice thereof to the Landlord in writing (by registered letter or personal delivery), such declaration of will being unilateral and requiring no reasons to be stated. The Tenant may exercise this right of withdrawal only together with the right of withdrawal from the lease for a car park building plus childcare facility. In such an event, the Tenant undertakes to make a flat-rate compensatory payment of EUR 500,000 (in words: EURO five-hundred-thousand) within 21 days of having giving notice of withdrawal within the respective notice period, the bank guarantee of USD 11,300,000 explicitly serving as security for this payment obligation.
5. The Landlord shall make every effort to carry out the construction work for erecting the Extension with as little impact as possible on the existing lease and in close and mutual coordination with the Tenant. The

necessary creation of openings in the existing building shall be carried out in stages. The Landlord shall, if so requested, inform the Tenant at regular intervals about the progress of the construction project and the current state of planning. However, irrespective of the above, the Tenant shall waive the right to claim, or apply, a rent reduction based on or in connection with the implementation (or resulting therefrom) of the construction measures described in more detail in this Supplementary Agreement, on any grounds whatsoever (including, without limitation, temporary or

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permanent reduction in usable area, disruption of the usability, or non-usability, of leased areas in whole or in part, or due to noise, dust, etc.). This shall also apply in connection with the construction project (car park building plus childcare facility) planned to be carried out by the Landlord on plot no. 1174/62, currently located within EZ 1665, land register for 45204 Lustenau.

D. FINAL PROVISIONS

1. If individual provisions of this Supplementary Agreement are ineffective, this shall not affect the effectiveness of the Agreement as a whole. The Parties shall replace any ineffective provision by a valid and admissible provision that comes as close as possible to achieving the purpose of the ineffective provision.
2. The rights and obligations under this Supplementary Agreement shall devolve upon the legal successors of either Party and/or the Parties shall impose such rights and obligations in a binding manner on their respective legal successors in writing and obligate them, in turn, to assign all such obligations to any further legal successors. Evidence of such binding assignment of obligations shall be presented at the request of the other Party.
3. Any changes and amendments to this Supplementary Agreement shall have to be made in writing to become legally effective. The same shall apply to waiving this requirement of written form. There are no oral side agreements.
4. This Supplementary Agreement shall be executed in one original, which shall remain with the Landlord. The Tenant shall receive a notarised copy thereof.
5. This Supplementary Agreement was read and jointly discussed by the Parties prior to signing. Agreement was reached in respect of all its contractual provisions. The Parties to the Agreement waive their right to avoid this Supplementary Agreement for mistake or *laesio enormis*, i.e. reduction of the true value by more than half.
6. The Parties agree pursuant to Section 104 of the Austrian Court Jurisdiction Act [*Jurisdiktionsnorm*] that exclusive jurisdiction for any disputes arising from or in connection with this Supplementary

Agreement shall, regardless of the amount in dispute, lie with the court in Linz having subject-matter jurisdiction.

7. The provisions of Clause "XIII. COSTS AND DUTIES" of the Lease shall apply to any costs, duties and levies applicable within the scope chargeable for the Supplementary Agreement.

List of Annexes:

Lease [*Mietvertrag*] (Annex .1)

Description of Extension [*Beschreibung Anbau*] (Annex .2)

Building Project and Fixtures Specification II [*Bau- und Ausstattungsbeschreibung*] (Annex .3)

Exemplary calculation [*Berechnungsbeispiel*] (Annex .4)

Linz, 29 March 2023 Linz, 29 March 2023

Location, Date

Location, Date

/s/ Johann Neunteufel /s/ Bernd Greifeneder

Neunteufel GmbH, FN 131077 k

Dynatrace Austria GmbH, FN 91482 h

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Exhibit 23.1

Consent

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) 1. Registration Statement (Form S-3 No. 333-240287) 333-275560) pertaining to the registration of Common Stock, Preferred Stock, Warrants, Units and Debt Securities of Dynatrace, Inc., and
- (2) 2. Registration Statements (Form S-8 Nos. 333-232950, 333-238732, 333-256661, 333-265239, and 333-265239) 333-272187) pertaining to the 2019 Equity Incentive Plan (as amended) and the 2019 Employee Stock Purchase Plan of Dynatrace, Inc.

of our reports dated May 25, 2023 May 23, 2024, with respect to the consolidated financial statements of Dynatrace, Inc. and the effectiveness of internal control over financial reporting of Dynatrace, Inc. included in this Annual Report (Form 10-K) of Dynatrace, Inc. for the year ended March 31, 2023 March 31, 2024.

/s/ Ernst & Young LLP

Detroit, Michigan

May 25, 2023 23, 2024

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

Dynatrace, Inc.
Waltham, Massachusetts

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-240287) 333-275560 and Form S-8 (Nos. 333-232950, 333-238732, 333-256661, 333-265239 and 333-265239) 333-272187 of Dynatrace, Inc. of our report dated May 26, 2022, relating to the consolidated financial statements which appears in this Annual Report on Form 10-K.

/s/ BDO USA, LLP P.C.
Troy, Michigan
May 25, 2023 23, 2024

Exhibit 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF
THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT
OF 2002

I, Rick McConnell, certify that:

1. I have reviewed this Annual Report on Form 10-K of Dynatrace, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 25, 2023 **23, 2024**

By: /s/ Rick McConnell

Rick McConnell

Chief Executive Officer

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF
THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT
OF 2002

I, James Benson, certify that:

1. I have reviewed this Annual Report on Form 10-K of Dynatrace, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

- b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 25, 2023 23, 2024

By: /s/ James Benson

James Benson

Chief Financial Officer &
Treasurer

(Principal Financial Officer)

Exhibit 32.1

CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL
OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT
OF 2002

I, Rick McConnell, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report on Form 10-K of Dynatrace, Inc. for the period ended March 31, 2023 March 31, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Dynatrace, Inc.

Date: May 25, 2023 23, 2024

By: /s/ Rick McConnell

Rick McConnell

Chief Executive Officer

(Principal Executive Officer)

I, James Benson, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report on Form 10-K of Dynatrace, Inc. for the period ended March 31, 2023 March 31, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Dynatrace, Inc.

Date: May 25, 2023 23, 2024

By: /s/ James Benson

James Benson

Chief Financial Officer & Treasurer

(Principal Financial Officer)

The foregoing certifications are not deemed filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and are not to be incorporated by reference into any filing of Dynatrace, Inc. under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

EXHIBIT 97.1

COMPENSATION RECOVERY POLICY

Dynatrace, Inc. (the "**Company**") has adopted this Compensation Recovery Policy (this "**Policy**"), as described below.

1. Overview

This Policy sets forth the circumstances and procedures under which the Company shall recover Erroneously Awarded Compensation from Covered Persons (each as defined below) in accordance with rules issued by the U.S. Securities and Exchange Commission (the "**SEC**") under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the New York Stock Exchange (the "**Exchange**"). Capitalized terms used and not otherwise defined herein shall have the meanings given in Section 3 below.

2. Compensation Recovery Requirement

In the event the Company is required to prepare a Financial Restatement, the Company shall recover reasonably promptly all Erroneously Awarded Compensation received by a Covered Person with respect to such Financial Restatement.

3. Definitions

- a. **"Applicable Recovery Period"** means the three completed fiscal years immediately preceding the Restatement Requirement Date for a Financial Restatement. In addition, in the event the Company has changed its fiscal year: (i) any transition period of less than nine months occurring within or immediately following such three completed fiscal years shall also be part of such Applicable Recovery Period; and (ii) any transition period of nine to 12 months will be deemed to be a completed fiscal year.
 - b. **"Applicable Rules"** mean (i) Section 303A.14 of the Exchange's Listed Company Manual and any other rules or regulations adopted by the Exchange pursuant to Rule 10D-1 under the Exchange Act; and (ii) any applicable rules or regulations adopted by the SEC pursuant to Section 10D of the Exchange Act.
 - c. **"Board"** means the Board of Directors of the Company.
 - d. **"Committee"** means the Compensation Committee of the Board or, in the absence of such committee, a majority of independent directors serving on the Board.
 - e. **"Covered Person"** means any Executive Officer. A person's status as a Covered Person with respect to Erroneously Awarded Compensation shall be determined as of the time of receipt of such Erroneously Awarded Compensation regardless of the person's current role or status with the Company (e.g., if a person began service as an Executive Officer after the beginning of an Applicable Recovery Period, that person would not be considered a Covered Person with respect to Erroneously Awarded Compensation received before the person began service as an Executive Officer, but would be considered a Covered Person with respect to Erroneously Awarded Compensation received after the person began service as an Executive Officer where such person served as an Executive Officer at any time during the performance period for such Erroneously Awarded Compensation).
-
- f. **"Effective Date"** means October 2, 2023.
 - g. **"Erroneously Awarded Compensation"** means the amount of any Incentive-Based Compensation received by a Covered Person on or after the Effective Date and during the Applicable Recovery Period that exceeds the amount that otherwise would have been received by the Covered Person had such compensation been determined based on the restated amounts in a Financial Restatement, computed without regard to any taxes paid. Calculation of Erroneously Awarded Compensation with respect to Incentive-Based Compensation based on stock price or total shareholder return, where the amount of Erroneously Awarded

Compensation is not subject to mathematical recalculation directly from the information in a Financial Restatement, (i) shall be based on a reasonable estimate of the effect of the Financial Restatement on the stock price or total shareholder return upon which the Incentive-Based Compensation was received; and (ii) the Company shall maintain documentation of the determination of such reasonable estimate and provide such documentation to the Exchange in accordance with the Applicable Rules.

- h. **"Executive Officer"** means any person who served as an executive officer (in accordance with the definition of such term as set forth in the Applicable Rules) of the Company at any time during the performance period applicable to Incentive-Based Compensation and received Incentive-Based Compensation after beginning service as such an officer (regardless of whether such Incentive-Based Compensation was received during or after such person's service as such an officer).
- i. **"Financial Reporting Measures"** mean measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, any measures that are derived wholly or in part from such measures (including, for example, a non-GAAP financial measure), and stock price and total shareholder return. A Financial Reporting Measure need not be presented within the Company's financial statements or included in a filing with the SEC.
- j. **"Financial Restatement"** means an accounting restatement of previously issued financial statements of the Company due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously-issued financial statements that is material to the previously issued financial statements or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
- k. **"Incentive-Based Compensation"** means any compensation provided, directly or indirectly, by the Company or any of its subsidiaries that is granted, earned, or vested based, in whole or in part, upon the attainment of a Financial Reporting Measure. Incentive-Based Compensation is deemed received, earned, or vested when the Financial Reporting Measure is attained, not when the actual payment, grant, or vesting occurs.
- l. **"Restatement Requirement Date"** means, with respect to a Financial Restatement, the earlier to occur of: (i) the date the Board concludes, or reasonably should have concluded, that the Company is required to prepare the Financial Restatement; or (ii) the date that a court, regulator, or other legally authorized body directs the Company to prepare the Financial Restatement.

4. Exceptions to Compensation Recovery Requirement

The Company may elect not to recover Erroneously Awarded Compensation pursuant to this Policy if the Committee determines that recovery would be impracticable, and at least one of the following conditions, together with any further requirements set forth in the Applicable Rules, are met: (a) the direct expense paid to a third party, including outside legal counsel, to assist in enforcing this Policy would exceed the amount to be recovered, and the Company has made a reasonable attempt to recover such Erroneously Awarded Compensation and the Company has documented such reasonable attempt to recover and provided that documentation to the Exchange; or (b) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

5. Tax Considerations

To the extent that, pursuant to this Policy, the Company is entitled to recover any Erroneously Awarded Compensation that is received by a Covered Person, the gross amount received (i.e., the amount the Covered Person received, or was entitled to receive, before any deductions for tax withholding or other payments) shall be returned by the Covered Person.

6. Method of Compensation Recovery

The Committee shall determine, in its sole discretion, the method for recovering Erroneously Awarded Compensation hereunder, which may include, without limitation, any one or more of the following:

- a. requiring reimbursement of cash Incentive-Based Compensation previously paid;
- b. seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards;
- c. cancelling or rescinding some or all outstanding vested or unvested equity-based awards;
- d. adjusting or withholding from unpaid compensation or other set-off;
- e. cancelling or offsetting against planned future grants of equity-based awards;
- f. forfeiture of any deferred compensation, subject to compliance with Section 409A of the Internal Revenue Code and the regulations promulgated thereunder; and/or
- g. any other method permitted by applicable law or contract.

Notwithstanding the foregoing, a Covered Person will be deemed to have satisfied such person's obligation to return Erroneously Awarded Compensation to the Company if such Erroneously Awarded Compensation is returned in the exact same form in which it was received; provided that equity withheld to satisfy tax obligations will be deemed to have been received in cash in an amount equal to the tax withholding payment made.

7. Policy Interpretation

This Policy shall be interpreted in a manner that is consistent with the Applicable Rules and any other applicable law. The Committee shall take into consideration any applicable interpretations and guidance of the SEC in interpreting this Policy, including, for example, in determining whether a financial restatement qualifies as a Financial Restatement hereunder. To the extent the Applicable Rules, other applicable laws, or the terms and conditions of any similar policy in any employment agreement, equity award agreement or similar agreement require recovery of Incentive-Based Compensation or other compensation in additional circumstances besides those specified in this Policy, nothing in this Policy shall be deemed to limit or restrict the right or obligation of the Company to recover Incentive-Based Compensation to the fullest extent required by the Applicable Rules, applicable law or such other policies or agreements.

This Policy amends and restates in its entirety the Company's Policy for Recoupment of Incentive Compensation (the "**Predecessor Policy**") as of the Effective Date. Incentive-Based Compensation received prior to the Effective Date of this Policy shall be subject to the terms and conditions of the Predecessor Policy. Incentive-Based Compensation received on or after the Effective Date of this Policy shall be subject to the terms and conditions of this Policy.

8. Policy Administration

This Policy shall be administered by the Committee; provided, however, that the Board shall have exclusive authority to authorize the Company to prepare a Financial Restatement. In doing so, the Board may rely on a recommendation of the Audit Committee of the Board. The Committee shall have such powers and authorities related to the administration of this Policy as are consistent with the governing documents of the Company and applicable law. The Committee shall have full power and authority to take, or direct the taking of, all actions and to make all determinations required or provided for under this Policy and shall have full power and authority to take, or direct the taking of, all such other actions and make all such other determinations not inconsistent with the specific terms and provisions of this Policy that the Committee deems to be necessary or appropriate to the administration of this Policy. The interpretation and construction by the Committee of any provision of this Policy and all determinations made by the Committee under this policy shall be final, binding and conclusive. No member of the Committee shall be personally liable for any action or determination made in good faith with respect to the Policy or to any settlement of any dispute between a Covered Person and the Company. The Committee shall be entitled to rely upon the advice, opinions or valuations of any attorneys, consultants, accountants, appraisers or other persons.

9. Compensation Recovery Repayments not Subject to Indemnification or Insurance

Notwithstanding anything to the contrary set forth in any agreement with, or the organizational documents of, the Company or any of its subsidiaries, Covered Persons are not entitled to (a) indemnification against the loss of any Erroneously Awarded Compensation or for any losses arising out of or in any way related to Erroneously Awarded Compensation recovered under this Policy; or (b) reimbursement (i) through the Company's third party insurance; or (ii) for a Covered Person's cost of any third party insurance policy for the loss of any Erroneously Awarded Compensation or for any losses arising out of or in any way related to Erroneously Awarded Compensation recovered under this Policy.

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